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The following Letters, in reply to Advertisements, lie at the Office of this Journal:—H. H., K., L. J., X., X. Y., X. Y. Z.

## The Solicitors' Journal.

LONDON, SEPTEMBER 24, 1864.

THE MEETING of the Metropolitan and Provincial Law Association will, we understand, be attended by highly influential deputations from Birmingham, Leicester, Liverpool, and York, as well as from other provincial Law Societies. The Secretary has already received notices of the following addresses and papers to be read before the meeting:—

Mr. E. F. Burton, of Chancery-lane, the Chairman of the Association, will, in an address, review the proceedings of the Association since the last general meeting.

Papers are promised—

"On the proposal to confer on the County Courts a limited Jurisdiction in Equity," by Mr. Thomas Avison, of Liverpool.

"On Professional Remuneration and the Lord Chancellor's Bill," by Mr. Edward Bromley, of Gray's-inn.

"On Attorneys' and Solicitors' Remuneration," by Mr. William Clare, of Liverpool.

"On the continued Injustice to Solicitors, caused by the rate and method of paying them for Chancery business," by Mr. H. J. Francis, of 36, Lincoln's-inn-fields.

"On Judgments," by Professor George James Johnson, of the Queen's College, Birmingham.

"On Mr. Hadfield's Judgments, &c., Act," by Mr. Thomas Marshall, M.A., of Leeds, solicitor.

The absence of the lamented Mr. John Hope Shaw is likely to throw a gloom over the whole proceedings, which, however, we venture to anticipate, looking at the titles of the papers already promised, will result in some very important discussions respecting the grand topic of the remuneration of solicitors.

THE 26TH SECTION of the Companies Act, 1862, was intended to afford the means whereby may be ascertained the position of any limited liability company, so far as regards the amount of the capital with which it is trading, and the solvency of the company when measured by the solvency of its individual members. A most unwarrantable interpretation of this section of the Act by the Mediterranean Hotel Company (Limited) was last week brought before the notice of the Lord Mayor, in a case wherein the company were summoned for having unlawfully neglected to comply with the provisions of the Companies Act, 1862, with respect to forwarding a list of members of the company, and the summary of particulars thereby required, to the Registrar of joint-stock companies. The 26th section of the Act provides that a list of all persons who, on the fourteenth day succeeding that on which the ordinary general meeting is held, should, within seven days after the expiration of that fourteenth day, forward a copy of such list and summary to the Registrar of joint-stock companies, under a penalty not exceeding £5 for each day's delay. The company was registered on the 7th of May, 1863, and they had until the 7th of May last to hold their ordinary meeting. Two days before that time—namely, on the 5th—they held a meeting at the London Tavern, which was said to have been of a noisy character, and to have been brought to an abrupt conclusion. At that meeting a committee of investigation was appointed, and the meeting adjourned; and the meeting

for that purpose could only have been legally adjourned for seven days.

For the defence, it was contended that there had been no contravention of the section by which a company was bound, within twenty-one days after the ordinary general meeting, to file a register; inasmuch as the meeting in this case was commenced on the 5th of May, adjourned from time to time, and now stood adjourned until the 29th of September. The meeting had consequently not been "held" within the meaning of the Act. It had been commenced, in other words, but not completed.

We agree with the Lord Mayor, that according to that argument the company could always adjourn and never have a meeting. Instead of holding one every year, as they were bound to do, they would hold one every two years. By always adjourning the meeting they would never be liable to penalties, and would never conform to the Act of Parliament. The Lord Mayor inflicted the mitigated penalty of £1 a day for 100 days, being rather less than the number of days over which the neglect had extended, and the defendants applied for and obtained leave to state a case for appeal to the Court of Common Pleas. In days when so many new joint-stock companies are rising into existence, as they now are, many cases are likely to arise of attempts to evade the provisions of the Act. We do not anticipate that the decision of the Lord Mayor in this case will be disturbed; but if the judges should decide that a general meeting may be adjourned from time to time, *ad infinitum*, there are many companies in a shaky state which will be only too glad to avail themselves of the permission, if they can thereby escape the requirements of the 26th section of the Act.

THE DIFFICULTIES incident to assessing claims for compensation were illustrated in the case of *Jones and Cohen v. The London, Chatham, and Dover Railway Company*, which occupied a whole day in the Lord Mayor's Court last week. The property consisted of three freehold houses in Fleet-lane, of which the claimants were trustees. Mr. Serjeant Parry and Mr. Raymond were for the claimants, and Mr. Hawkins, Q.C., with whom was Mr. Gadsden, for the company. Some negotiations had taken place between the surveyor of the company and a gentleman on the other side; and the houses were pulled down some time since, without the knowledge of Mr. Cohen, the acting trustee. A sum of £1,760 had been agreed upon; but Mr. Cohen repudiated that sum as totally insufficient, and claimed £3,000. Evidence was given of the rise of property in the city, for the purpose of selling it again at a good profit. On the part of the claimants, the highest value put on the property was £2,600, which included 10 per cent. for the compulsory sale. On the part of the company, £1,760 was proved by witnesses to be the full value, and that sum had been paid into court. As the property would have been sold next year, the 10 per cent. was alleged not to be necessary. Mr. Commissioner Kerr, in placing the case before a jury, remarked on the difference in the evidence of valuers where railway companies were concerned. For his own part, he should like to see valuations made as between John Jones and Thomas Smith. As to 10 per cent. for a compulsory sale, he could not see why it should be allowed in all cases; but it was a question for the jury. The jury awarded as compensation £2,450.

There seems to have been as much conflict of evidence as is ordinarily attributed to a running-down case; and although the claim was reduced by £150, we have serious doubts whether that amount will cover the expenses incurred. Such high prices for land in the city must ultimately rectify themselves, but until speculation ceases, we see no remedy to prevent the expensive litigation complained of.

A CHARGE of subornation of perjury, which was heard at the Mansion House before Mr. Alderman Waterlow, this week, has, fortunately for the parties concerned, re-

sulted in the summonses being dismissed; but the disclosures made in the course of the hearing exhibit the perjury so plainly, that one is even now left in doubt as to who was the prime mover. The case was shortly this:—Gustave Stoven received from one Crouchy the sum of £3 for making an affidavit to the effect that he knew Mr. Frankenheim, who told him in conversation that he intended to leave this country for Paris, and that he, the deponent, believed he would quit England immediately unless prevented by arrest. The whole of these allegations were proved to be untrue, except as to the receipt of the money, which is not contradicted, and the object of the charge now made was to punish the plaintiff in the action against Frankenheim, and a gentleman who was articulated clerk to his solicitor, for conspiring to procure Stoven to make this false affidavit. The material part of the case consisted of Stoven's evidence of his having received the money from Crouchy, who went into the private room of one of the present defendants for it. We should have been glad if this point could have been cleared up, as although there was no evidence to support the charge, yet we do not find any evidence produced to rebut this part, which implicates a prospective member of the profession. Mr. Alderman Waterlow, in dismissing the case, is reported to have said—"It is only fair, however, I should say, looking at the matter before the facts came fully out in evidence, it was for the public interest that the truth should be ascertained as it has now been." Perhaps if the last five words had been omitted, we should have been able to join more heartily with the learned Alderman in his remarks; but as the case stands, the absence of two principal persons—namely, Crouchy, the person who procured the money, and another man, to whom he had given part of it—leaves the question in a very unsatisfactory state.

THE SOLICITORS' BENEVOLENT ASSOCIATION has received, from one of its members, the following most gratifying letter, with its enclosure:—

1, Notting-hill-terrace, July 6, 1864.

SOLICITORS' BENEVOLENT ASSOCIATION.

Dear Sir,—I shall be much obliged by your handing the enclosed cheque (100 guineas) to the board of management, for the benefit of the above excellent institution.

I have adopted this course in preference to a legacy intended, as it will save trouble, and also all deductions, &c.

I trust my worthy friend Mr. Anderton is quite well; and, with best wishes, believe me, my dear Sir, yours truly,

Thos. Eliffe, Esq., Secretary,

WM. HINE.

Solicitors' Benevolent Association.

WHILE THE REVISION of the lists of voters is taking place, we would call attention to a complaint which has more than once been made respecting objections, and the wholesale way in which they are made, probably with the expectation that the voter will not attend the court. We know that associations are formed in almost every constituency, upon whom devolves the whole duty connected with the revision of the list of voters, as regards the specific political party to which the association belongs; but the existence of such associations can afford no reason for upholding what is complained of. Any person whose name is on the register may, if he choose, object to the names of any number of the voters remaining thereon, and may issue notices accordingly. If the voter objected to does not appear at the Revising Barrister's Court to defend his vote, his name will inevitably be struck out; and if he do attend, and succeed in establishing his qualification, the costs he has incurred are not, as of course, awarded to him; and even in the case of a frivolous or vexatious objection, it is in the discretion of the revising barrister to refuse to award costs. The revision taking place, as it does, at a time of the year when most persons take their annual relaxation from business, and are from home on their travels, makes this power of objecting with impunity capable of being used for purposes of personal annoyance. The Legislature might with advantage make a

slight alteration in this portion of the law, which would have the effect of making its operation more equal. Suppose it were required that every notice of objection should contain a statement of the grounds of objection, and that this statement were required to be proved upon oath before the Court. In short, let the fact of a name being on the list be *prima facie* proof of the qualification, and let the objector have the onus of proving the inadequacy of that qualification. We are inclined to think that many frivolous objections would be put a stop to by such a provision.

IN A CASE which came before the Sheriffs' Court this week, a decision was made which is stated by some portion of the daily press to have created considerable surprise. The defendant did not dispute the debt; but, in order to save trouble to the plaintiff in proving the debt, he signed what was in effect a promissory note for the amount. The note was rejected as evidence, it being unstamped. Why such a decision should create surprise we are at a loss to understand, as it must be well known among commercial men that an absolute promise to pay a certain amount by a certain date requires a stamp. An I O U not being a promise to pay, does not require a stamp; but if, as is alleged, the two forms are made use of indiscriminately, the distinction between them cannot be too well known.

WE LEARN from the *South Australian Register* that the Assembly of Queensland have passed an Act legalising marriage with a deceased wife's sister.

THE *Dublin Express*, in a short notice of the great International Prize Fight which is announced to take place near Dublin, says:—

We regard this announcement as a challenge to the constabulary of Ireland. They have now distinct notice of the coming event, and their vigilance and fidelity will be tested by the result. The constabulary have an extensive organization, with facilities of detection not possessed by the local police in England. If they allow this prize fight to take place on Irish soil, they will prove themselves utterly unworthy of the character which they claim for activity and zeal, and will deserve the reproach which has been often cast upon them, that, as a police force, their services, though involving a heavy cost, are of little practical value in this country. We shall be much disappointed, however, if the members of "the ring" do not find themselves in unpleasant quarters if they venture to display their savage practices in Ireland.

Judging from the tone of this paper, it will be understood that the Irish people are on the side of law and order, and will not allow the peace to be disturbed by the exhibition which the prize-ring wishes to provide for their edification.

THE MORBID STATE OF MIND which delights in the excitement caused by witnessing dangerous exhibitions has received a check by the death of a poor rope-dancer in the People's Park at Birmingham, and by the outcry made by the press against such amusements; but rope-walking and the flying trapeze are as nothing when compared with the following case, which is an instance of great cruelty inflicted on an animal for the purpose of pandering to the same kind of morbid excitement:—

At the Borough police-court, Barnstable, on Thursday, the 16th instant, Edward Elliott, proprietor of a travelling show van, on exhibition in the square of the said borough, and a man of colour answering to the name of "Allah" were charged, the latter with cruelly torturing a rabbit, and the former with aiding and abetting in the same offence.—Mr. E. T. Fernandez, who appeared on behalf of the Secretary to the Royal Society for the Prevention of Cruelty to Animals, stated that, in company with Mr. Stone, he visited the defendant's show, and in the course of the performance the negro defendant was introduced. A young rabbit was given him, and he immediately bit it behind the head, and began to suck the blood. He tore it to pieces and ate part of it. The rabbit was a tame one, about half-grown. Such performances in these days, he thought, should be punished with the utmost rigour of the law.—Mr. Stone, of the Fortescue Hotel, corroborated the above. He should say a great amount of

cruelty was exercised towards the animal before it was completely dead.—The defendant Elliott said that he did not think there was any harm in what he had done, as the "nigger" fed chiefly on bullocks' lights, and ate nothing but raw meat.—The chairman, Mr. Cotton, inquired if he had not been turned out from Teignmouth on account of the same performance?—He replied that he had not, but that another nigger who ate rats in a rival establishment (also in the square) had been.—The chairman said the Bench thought the "black," who, it was alleged, did not understand English, was not in a position to answer for himself, and they could therefore only impose a penalty on the proprietor, who was the cause of the exhibition. Fined £2 and expenses.—Instructions were given to Superintendent Blanchard to see that the exhibition left the town immediately.

Unless there were persons willing to witness, and pay for witnessing, such disgusting exhibitions, they would soon cease to exist; but their very existence proves the necessity for strictly enforcing Martin's Act wherever and whenever such cruelties are met with.

CASES OF SUICIDE AND ATTEMPTED SUICIDE in the cells of the metropolitan police-courts have occurred so often of late, that it would be only natural to expect the police authorities to take measures for their prevention. Evidently no efficient precautions are taken, or the two or three cases which weekly arise would be greatly reduced in number. It is generally reported that the constable on duty, on visiting the cell, finds out what has happened. Now, it can hardly be thought enough that it should be the duty of a constable to visit the cells periodically; and the better and only proper precaution would be taken by the placing of a regular sentry over the cell, whose duty it would be to inspect the interior each time he passed and repassed. This might easily be effected by means of a glazed aperture, so placed as to be out of reach of mischievous hands.

THE ASSISTANT MATRON of Chelsea Workhouse was assaulted last week, during the performance of her duties, by a hot-headed virago who fancied herself insulted. It appeared that the assault was premeditated, and was probably made with a view to exchange from the workhouse for the prison—because, forsooth, the quantity of oakum per day required to be picked in the workhouse is three pounds, and in the prison it is only two pounds. If this be a fact—and it was not contradicted—we agree with the magistrate that either the "one should be diminished or the other increased." Such an arrangement appears, in the eyes of the ignorant, as a premium to crime. "Truly," a contemporary remarks, "there seems to be no crime like poverty."

#### PREAUDIENCE OF COUNSEL.

The regulation recently made by the Lord Chief Justice, with the concurrence of the Lord Chief Baron and the other judges, by which the privilege has been conceded to the serjeants-at-law, in the Queen's Bench and Exchequer, of sitting within the bar, has furnished occasion to the *Law Magazine* for treating the subject of preaudience in a manner full of historical interest. Calling within the bar is the recognised mode of distinguishing a barrister who obtains preaudience. Audience itself, at the bar of a court, is in the discretion of the presiding judge, subject to the control of Acts of Parliament and usage. Originally, and in the Common Pleas until a late date, serjeants called to that degree by a writ of the Crown were alone entitled to be heard. To aid them, or supply their places, at assizes, *nisi prius*, and other local trials, came the apprentices-at-law, or *learnners* at the mootings held in the greater inns, before they took their forensic degree. Next after the serjeant came the benchers, or great apprentice-at-law; then the other practising apprentices; and last, the less apprentices. "The Recorder of London ought," says the *Liber Albus*, in the Guildhall library, "to be one of the most skilful and virtuous apprentices in the law in all the whole kingdom," &c. Plowden (1578) styles himself in

his title-page, an apprentice of the common law; and in the preface, after wishing increase of learning to the students of the common law, and especially to his companions of the Middle Temple, tells them how, as a student, he resolved to give diligent attention to the debates of questions in law, and pursued his resolution by constant attendance at moots and lectures, and in court; and how, finding much profit and instruction from the practice, he made his reports for his own private instruction. Afterwards, both serjeants and apprentices were called counsellors-at-law, which, not until very recent times, was shortened into "counsel."

Utter barristers—that is, the students who had passed the inner bar of the mootmen—were not entitled to practise at the bar in Westminster Hall before a long probation. The privilege now given by a call to the bar was an innovation on the ancient rules. "The right of practising at the bar in Westminster Hall seems, up to a comparatively modern date (General Orders of 1630), to have been confined to serjeants, benchers of one of the inns of court, readers of one of the inns of chancery, and utter barristers of one of the inns of court of a certain number of years' standing—the period of probation varying at different times from three years to twelve." The writer in the *Law Magazine*, on the authority of "Ewell's Interpreter," considers it erroneous to treat the term "utter barrister" as describing the junior bar, in distinction from those who are within the bar at Westminster Hall. The serjeants retained exclusive audience at the Common Pleas until the passing of the 9 & 10 Vict. c. 54, which, for the more equal distribution, and the consequent dispatch of business, enacted that all barristers-at-law, according to rank and seniority, should have equal rights of pleading in the Common Pleas with the serjeants.

In the same year, it will be remembered, by the Small Debts Act, solicitors as well as barristers gained a right of audience in the county courts. Whether solicitors shall obtain the like advantage at quarter sessions, a privilege already enjoyed by their Irish brethren, may depend on their own exertions.

With regard to the influence which usage exercises on audience at the bar—the writer speaks of the rules of etiquette which serve to keep up such distinctions as that of the common law bar from the equity bar as not being easily ascertained. Whatever rules may have existed when the jurisdiction of the common law courts was exercised in a manner altogether different from that of the Court of Chancery, no such rules are now recognised by stiff government. Since Westminster-hall has acquired jurisdiction to decide upon equitable pleas, and the courts at Lincoln's-inn and the Rolls have power to take oral evidence in court, to assess damages and try issues of fact by a jury, and, moreover, to resort to that mode of trial, although the title to relief may depend on a question of common law, it is within daily experience to see the same barristers practising in either place. So far as practice in London is concerned, the title of equity or common law counsel indicates the habit of the counsel, or the preponderance in a certain class of his business, rather than any rule.

The degrees of rank at the bar were those of serjeant-at-law, benchers, and utter barristers. Coke says that utter barristers of twelve years' standing, at least, were chosen benchers, or ancients; and that out of the benchers who were double readers, that is, who had been twice readers at their inn, within an interval of nine or ten years, giving them altogether a standing of about thirty years,—eight years as mootmen, twelve years as utter barristers, and ten years as benchers—were chosen the Attorney and Solicitor-General. "Of the double readers, also, serjeants were elected by the King, and called by his writ, as above mentioned; but of these, again, the King elected one, two, or three, as pleased him, to be King's serjeants, to aid the Attorney and Solicitor. Of serjeants, the King also constituted the honourable and reverend judges and sages of the law." They are



now, when not already serjeants, created serjeants, as a formal preliminary to their elevation to the Bench.

At the present time, instead of the few Queen's serjeants formerly appointed for the actual service of the Crown, we have the large body of Queen's counsel, to whom that rank serves as the mark of their professional status among the bar, and as scarcely any indication of special duty to the Crown. From the time at which the modern order of Queen's counsel, when created under the degree of serjeant, by patent, began (according to Blackstone, referring to the Life of North, with Sir Francis North, who was appointed by Charles II.), the number had, in 1799, increased to fifteen. It is now 130. The benchers, since they ceased to be readers, either double or single, have lost their position as a gradation of the bar, although they retain their domestic authority as governors in their inns, as well as their power, both corporate and by deputation from the judges, over the members of the bar who belong to the societies ruled by them. The rank of bencher is now rather consequent upon the promotion to a silk gown than independent. But not every Queen's counsel is elected a bencher of his inn. The struggle against such admission to the bench table began with North's election; and the names will occur to our readers' recollection of contemporaries, in common law and in equity practice, who never reached the dais in their inns, whilst, on the other hand, the names of more than one "stuff-gown" of eminence and long standing will be found in the lists of the masters of the bench.

The difference between the ancient and honourable state and degree, as Coke terms it, of serjeant-at-law, and the state and degree of Queen's counsel, in point of creation, is not to the advantage of the modern institution. Serjeants are not promoted from political influence of any kind. The promotion takes place "on the direct recommendation of the judges; the Chief Justice of the Common Pleas, by the advice and counsel of the other judges, when the number of serjeants is deemed insufficient, presenting to the Lord Chancellor the names of those who are fit for the degree." Indeed, in former times, the appointment of Queen's counsel was always offered unsolicited. We need say nothing of the grounds on which a silk gown is often bestowed at the present day. The matter was recently stirred from the bottom by a gentleman of Lincoln's-inn, who, if the occasion of his inquiries was not very happy, threw a great deal of light on the subject. Sometimes the power which the Crown has taken into its hands during the last two centuries, of giving status at the bar by the fiction of a Queen's counsel patent, has been abused in the other direction. Lord Brougham, suffering under revenge for his advocacy of Queen Caroline, was kept for ten years longer among the utter barristers. Lord Eldon gloried in the exclusion. But, while this is a grievous wrong to the counsel, and more grievous still to the suitor, we doubt whether the appointment of Queen's counsel on other grounds than learning in the law be productive of much evil—at least, we never heard that either the inner bar complained of the rivalry of misappointed Queen's counsel, or the outer that a draftsman was taken from among them. Certainly, solicitors are not deceived. Nor do we agree with the writer in the *Law Magazine*, that in the existing practice of appointing so many permanent counsel for the Crown there is inconvenience, arising from a tendency to fetter the independent action of the bar, in cases where the Crown is concerned. Queen's counsel no longer receive a stipend from the Crown; the payment has not, we believe, been continued since Lord Melbourne's time. A licence, however, is still required from the Crown in such cases; and, consequently, in all criminal trials, a prisoner retaining a Queen's counsel must incur the expense of the licence. But this is, we think, an argument for abolishing the licence rather than for diminishing the number of Queen's counsel. The less restricted the number, the

freer is the prisoner's or the defendant's choice of an advocate of a rank only second to that of the advocates for the Crown. This is unquestionably an advantage to a client, however talented might be the same counsel to whom, as a junior, he would otherwise have had recourse. Whether a counsel shall practise as a leader or a junior, perilous to himself as the choice is, may be left for his own consideration, without much prejudice either to the bar or to the public.

In actual precedence and preaudience, after the Attorney-General comes the Queen's Advocate, next the Solicitor-General, and then the Queen's serjeants; after these the Recorder and Common Serjeant of London, if not of the coif, or Queen's counsel. Benchers not having the latter distinction do not assert any precedence over ordinary barristers, other than by seniority of call to the bar. As to the precedence of Queen's counsel other than the Attorney and Solicitor-General, over serjeants, North was at once admitted within the bar of the Queen's Bench, and the practice has continued; but the same distinction has always been conferred on barristers who have obtained precedence or preaudience in other ways, as by patent. The writer in the *Law Magazine* believes that, previous to the great influx of Queen's counsel, all serjeants coming from the Common Pleas into any other court, and those who were called to the bench of their inn by seniority or merit, and had filled the office of reader, had the same distinction conferred on them by the judges. This privilege is derived from the judges, and is not dependent on the Crown. In this point of view, the position recently accorded to the serjeants seems to be only a restoration of them to their proper place, though, for the sake of consistency, a similar precedence ought to be conferred on benchers who are still outside the bar. But some complication arises therefrom in precedence within the bar. The precedence of the serjeants is warranted by law; that of the Queen's counsel by custom; and a special precedence has been granted to certain serjeants and barristers by special patent of precedence. Thus it appears, by a quotation from "Twiss's Life of Eldon," that Erskine and Pigott were made King's counsel one day before Scott (Lord Eldon), who was the senior of both at the bar; and that, after a great deal of manoeuvring, very special patents were made out to Scott and another senior who was promoted at the same time, giving them precedence over Erskine and Pigott. The writer recommends that precedence within the bar depend upon seniority of call within the bar; that, in future, there be no provision for one gentleman in the front row jumping by patent over the heads of all the others—in other words that the prerogative of the Crown, as the fountain of honour, to dispense its favours as it pleases, should be to this extent abrogated; but how, or by what authority, he does not suggest.

#### EXTRADITION TREATIES.

We are reminded, by two cases which have lately occurred, that the treaties existing for the delivery up of persons charged with the commission of crimes in one country, who have fled into another, are so comparatively new, that, until very recently the profession and the general community were in almost complete ignorance as to their working. We say comparatively new; for, although the treaty with the United States dates as far back as 1842, so few important cases of extradition have occurred that no one has much experience on the subject. It was, in all probability, this general ignorance which encouraged the counsel charged with the defence of the prisoner Müller to adopt and press the audacious argument that the treaty between the United States and this country had been abrogated, and become null and void, because of an implied state of "quasi war." No objection can of course be made to any legitimate attempts of a prisoner's legal advisers to show that the particular

case does not come within the treaty; that the prisoner is not the person indicated in the warrant; or in any other manner to effect the prisoner's lawful release from custody, allowing him free liberty to escape and remain at large in the country of his adoption. Such are, we apprehend, only the proper protection any country is entitled to throw around those who take refuge on its shores—not with a view of deriving any benefit from the addition of one more to the number of its inhabitants, but for the purpose of carrying out the ordinary principles of justice and humanity. In this country, it will be remembered that, in the year 1860, a defence was made for Bernard, in the case of the Orsini conspiracy, which resulted in his not being delivered over to the French authorities, on the ground that the crime alleged did not come within the meaning of the treaty.

In the recent case of Ternan and others, the Court of Queen's Bench directed the liberation of the Confederate seamen, who were charged with piracy on the high seas, on the ground that the offence, if any, which they had committed, was cognizable in England, and that the Act only applied in cases where the country claiming the extradition had exclusive jurisdiction. We do not, however, attach any very great weight to a judgment which has not obtained the concurrence of the Lord Chief Justice—a judge who seems, like his illustrious predecessor, Lord Holt, to be fated to be constantly in accord with the feeling of the profession, but opposed to the majority of the Court—and we do not, therefore, consider that this point can be looked upon as yet conclusively settled.

Again, in the somewhat celebrated case of the escaped slave Anderson, the Court of Common Pleas in Upper Canada decided that the offence charged must be one which, if committed in the country in which the claim for extradition is made, would have been a crime according to the local law, and on that ground directed the liberation of the prisoner.

So, in the case of the prisoner Müller, we do not deny that if Great Britain and the United States had been in fact at war with one another at any time since the date of the treaty in question, the treaty would have been thereby annulled, and a fresh treaty, or an express revival of the old one, would have been necessary on the restoration of peace. But, as applied to the actual facts, the arguments used by Mr. Shaffer, for the defence, were not only altogether idle and wholly untenable, but also open to the grave objection, worst of all charges against an advocate, that they were addressed, not to the Court but to the bystanders.

The 10th Article of the treaty in question runs as follows:—"It is agreed that her Majesty and the United States shall, upon mutual requisitions by them or their ministers, officers, or authorities respectively made, deliver up to justice all persons who, being charged with the crime of murder, or piracy, or arson, or robbery, or forgery, or the utterance of forged paper, committed within the jurisdiction of either of the high contracting parties, shall seek an asylum, or shall be found within the territories of the other; provided that this shall only be done upon such evidence of criminality as, according to the laws of the place where the fugitive or person so charged shall be found, would justify his apprehension and commitment for trial if the crime or offence had been there committed; and that the respective judges and other magistrates of the two Governments shall have power, jurisdiction, and authority, upon complaint made under oath, to issue a warrant for the apprehension of the fugitive or person so charged, so that he may be brought before such judges or other magistrates respectively, to the end that the evidence of criminality may be heard and considered; and if, on such hearing, the evidence shall be deemed sufficient to sustain the charge, it shall be the duty of the examining judge or magistrate to certify the same to the proper executive authority, that a warrant may issue for the surrender of such fugitive." The "stump

oratory" style made use of by Mr. Shaffer is very remarkable, and we do not remember to have met with anything in this country which could come up to it in its originality. He begins by laying down that the treaty is a violation of the constitution, because they are asked to surrender a man to be tried for his life before he is yet indicted; as if he could be properly indicted before he is committed. He next goes on to prove—no doubt most conclusively, as far as himself and the "rowdy" part of his audience are concerned—that the treaty is suspended, because there is a state of war existing between Great Britain and the United States; and the eminent and learned Grotius is quoted to prove the existence of "a mixed and unsolemn state of war." Doubtless such a state of war may exist, and if it did, there can be no question that it might be converted into a "solemn and regular" war by either of the parties choosing to recognise it as such—e.g., by treating an existing treaty as thereby abrogated. But not only is there not "the shadow of the shade of the ghost of a scintilla of evidence" (to use a favourite expression of a late learned judge) that any such state of war exists—the facts adduced in support of the proposition proving, if anything, this country was at war with herself—but, even if there had been such evidence, it was for the executive Government, not for a Police-court, to judge of its effect and act upon the result. This point was well and effectually disposed of by Mr. Marbery. "With reference," he said, "to the treaty under which the accused was claimed, whether that treaty was faithfully observed or not was not a question for this Court to determine. That was for the executive Government; and when the executive should have taken the ground that, by reason of the grievances to which counsel had so eloquently referred, the Ashburton treaty was of no further force or effect, it would then be time enough for the courts to follow the action of the executive. But, so long as the Governments of the two countries regarded the treaty as a subsisting treaty, it held its place under the constitution, next to which and under which it was the supreme law of the land." It will be seen from the words of the treaty that it is not necessary that a person should be proved guilty (i.e., should be twice tried—once before, and once after his extradition), but only that such evidence of criminality should be shown as would, according (in this case) to American law, justify his commitment for trial. The conditions of the treaty then to be chiefly regarded will be found comprised in the following questions:—Has a crime been committed? Is it within the meaning of the treaty? Would the evidence of criminality justify, according to the laws of the country where the prisoner is found, his being committed for trial? A trial in America for an offence committed here, or *vice versa*, was never contemplated by the treaty, and would certainly never contain such elements of impartiality as would satisfy public opinion in the country where the offence was committed.

It is for this reason that we are inclined to agree with Lord Chief Justice Cockburn, in opposition to the majority of the Queen's Bench, that, where the jurisdiction is concurrent, the trial may fairly be demanded to be had in the courts of the country aggrieved by the offence, and that the same circumstances which properly actuated Mr. Commissioner Newton in the case of Müller, ought to have prevailed with their lordships in that of Ternan and others. These circumstances are excellently put by the learned Commissioner in his judgment. He says, "My simple duty is to determine whether there is sufficient probable cause, from the evidence that has been produced to that effect, which would cause me to remand him, that he may have the opportunity to be tried at the place where the crime was committed, and there proving his innocence, or, being found guilty, to be punished for his crime." Considerations of humanity as well as of expediency were clearly taken into account in framing the Ashburton treaty.

With regard to the case of Anderson, above mentioned, and which was pressed by Mr. Shaffer as an instance in which England had refused to carry out the treaty, that case, as we have already intimated, turned upon a delicate question of construction. It will be remembered that Anderson was a fugitive slave, who, in his escape from servitude, and to prevent his apprehension, killed his pursuer, and got safe away into Canada. According to the laws of the State of Missouri (in which the occurrence took place), such a killing by a slave was murder, and so it would have been according to our law, supposing the attempted apprehension to have been lawful. The question then was reduced to this: slavery not being recognised in Canada, the attempt to apprehend a fugitive slave in Canada (the country in which the fugitive was found) would not be lawful. But if the attempted apprehension were unlawful, Anderson had committed homicide *se defendendo*, and not murder, and was therefore not liable to extradition. The whole question, therefore, was whether the evidence must show an offence which, if all the acts had been committed in the place where the prisoner is found, would there have amounted to one of the crimes mentioned in the treaty; or whether it is sufficient that by evidence, legal and sufficient, according to the law of the country from whom the prisoner is claimed, it is proved that an offence has been committed which, according to the law of the place where it was committed, amounts to one of the specified crimes? The Court of Common Pleas of Upper Canada took the former view, and liberated the prisoner accordingly.

It is further to be remarked, that in that case no formal claim for Anderson's extradition ever was made by the Government of the United States; the claim was made by the executive of the State of Missouri, which, whatever may be its constitutional *status* as between itself and the Union, is, as to foreign countries, no more capable of independent action than Yorkshire or Jersey.

Another and very important case in reference to this question is that of Sigismund Dietrichsen, who was alleged to have swindled two City houses out of a large sum of money which was due to them for shares sold to him. The accused left this country and found his way to Austria, with which country we have no extradition treaty. Being an Austrian, and no treaty existing, the authorities at Vienna refused to deliver Dietrichsen to the British officials; but he was put upon his trial there for the offence committed here (we presume as an Austrian subject, for otherwise the Court there would have had no jurisdiction to try him), and we need scarcely be surprised that he was acquitted. It has since been shown in this country that Dietrichsen was not guilty, but was as much the victim as the two City houses, his prosecutors; but we would take the opportunity to point out that, had a treaty existed between this country and Austria, there would have been less difficulty in finding out what it has taken nearly six months to discover—namely, the innocence of the accused; and in that event the guilty parties might have been brought to justice, of which there can be now but slight expectation.

### EQUITY.

#### ASSIGNMENT OF EQUITABLE REVERSIONARY INTEREST—NOTICE TO TRUSTEES.

*Re Way*, M. R., 12 W. R. 1095.

The question upon which the validity of a voluntary deed most usually depends is, can the instrument be enforced against the grantor? If it can, it is binding as against third parties, unless these have a special equity. If the grantor have no legal interest in the property granted, no proceedings can be taken against him at law; and it has been held in *Bishop v. Bishop*, 16 Beav. 315, that if a fund is invested in the funds in trust for A. for life, remainder to B. absolutely, an assignment of his interest

by B. to a stranger would not convey his interest in such remainder, until the assignee gave notice of the assignment to the trustees, and they consented to be trustees for the assignee. In the present case Lady C., by a voluntary settlement, assigned to trustees upon trust for her nieces for life, with remainders, a fund to which she was entitled for an equitable interest in reversion. No notice having been given to the trustees, in whom the fund was vested, the Master of the Rolls held the assignment to be inoperative, on the authority of *Bishop v. Bishop*, and the other like cases. His Honour also held that notice should be given to the trustees in the lifetime of the grantor.

This case must be considered as setting at rest the question whether upon an assignment of an equitable interest in stock, notice to the trustees can ever be dispensed with.

#### OVERSEER'S CLAIM TO BE RATED AS A VOTER.

*Cawnter v. Addams*, C. P., 12 W. R. 1105.

The case of *Ashby v. White*, 1 Sm. Lead. Cas. 264, ought to serve as a caution to returning officers at elections for members of parliament not to be too strict in exercising their powers of testing the qualifications of persons claiming to vote. In the present case an assistant overseer was nominated by a resolution of vestry, at £15 per annum, and he was duly appointed by two justices, under 59 Geo. 3, c. 12, s. 7. Afterwards his salary was increased to £25 per annum by a resolution of vestry, and he continued to perform his duties as overseer. There was no re-appointment by justices. The Court held, on appeal from the decision of the revising barrister, that the first appointment was still valid, and that he could claim to be rated under 2 Will. 4, c. 4, s. 30, and 13 & 14 Vict. c. 14, s. 1. The subsequent increase of salary, in short, was mere surplusage, as far as related to the validity of his first appointment. The case may remind one of the conveyancing rule—*falsa demonstratio non nocet*. But, if the irregularity was not subsequent to the appointment, but was of its essence; if, for instance, he never had been appointed by justices, then the defect would have been fatal. The general rule upon which the Court seem to have grounded their decision in this case, indeed, is not wholly free from difficulty, for there are many cases at law in which a valid contract or appointment may be defeated by a subsequent act, which in *se* is otherwise null. And so here, it does not necessarily follow that the re-appointment of the overseer, without the approbation of the justices, was not, nevertheless, operative as a revocation of his first appointment. It is, indeed, a maxim of our law, *unumquodque ligamen eo dissolvi quo ligatum est*. But the converse of this rule, with which only we are concerned at present, is not generally true. A record, for instance, may be defeated by a mere specialty not on record, and instances of this nature might be multiplied. Amidst a conflict of principles, however, the decision at which the Court arrived, is doubtless the most expedient for public interests, *ut res magis valeat*.

### COMMON LAW.

#### MARINE INSURANCE—PLEADING.

*Koebel v. Saunders*, C. P., 12 W. R. 1106.

It is laid down in "Park on Insurance," 470, 653, and decided in *Boyd v. Dubois*, 3 Camp. 133, that, in an insurance on goods, there is an implied warranty that the ship is seaworthy. In the present case, it was sought to extend this implied warranty of seaworthiness to the cargo, and, to a declaration on a policy, the defendants raised this point by a plea of the unseaworthiness of the cargo. The Court held this plea bad on demurrer, because, *non constat* that the unseaworthiness was the cause of the loss. Byles, J., suggested that the plea should have simply been that the cargo was not lost by the perils of the sea. It would, doubtless, have been sufficient for the



defendants to have pleaded that the cargo was unseaworthy, and was thereby lost. For although there is no implied warranty of the seaworthiness of the cargo, as there is of the ship, yet there is an implied exception that the insurers are not to be liable for losses if they are occasioned not by perils of the sea, but by the *vice propre*, whether in the nature of unseaworthiness or not, of the cargo.

## COURTS.

### JUDGES' CHAMBERS. (Before Mr. Justice SHEE.)

Sept. 15.—*In re the Rev. William Wilson King*.—This was a renewed application for the release of the Rev. William Wilson King from Whitecross-street Prison, and was a question as to the execution of a composition deed.

Mr. Catlin, for the applicant, said the Lord Chancellor had refused to interfere in a similar case acting in bankruptcy, and the Commissioners of the Court of Bankruptcy, in consequence of that decision, had also declined to release.

Mr. Justice SHEE said he saw from the newspapers that the Lord Chancellor had remarked that it was an application to be made before a common law judge.

Mr. Catlin referred to the words of the Lord Chancellor, which he submitted were stronger than the view mentioned by his lordship. He (Mr. Catlin) urged the matter at considerable length, relying not only on the 198th section of the Bankruptcy Act, 1861, and the 112th section of the Act of 1849, but on the common law right, which his lordship, and not the Lord Chancellor or the Court of Bankruptcy, could exercise. Unless his lordship interfered, and granted the application, the rev. gentleman might be imprisoned for life, the Lords Justices having decided that a debtor who had made a deed could not make himself a bankrupt. Mr. King was a clergyman of the Church of England, and had been in prison since May.

Mr. Lowe, on the part of one of the detaining creditors, a Mr. Hopkins, opposed the application for release on several grounds. In the first place, a former application had been refused by Mr. Baron Pigott with costs, and they had not been paid. Another ground was that there were other creditors not disclosed, and therefore it could not be a valid deed, as not being executed by three-fourths of the creditors. Further, it was alleged in the affidavits that property had been clandestinely removed.

Mr. Catlin submitted that his lordship could not try whether there were other creditors, but that the certificate of registration was sufficient in all courts. The Court of Bankruptcy was the only court to ascertain whether a proper number of creditors had executed the deed. In this case the deed was for all, and bound all creditors.

Mr. Justice SHEE required an affidavit as to the creditors alleged to be omitted. As at present advised he was disposed to grant the application for release, but the cost of the former summons must be paid.

Mr. Catlin pointed out the hardship on prisoners not bankrupts, as they had to pay ten shillings to swear each affidavit. His LORDSHIP adjourned the matter till next week.

Sept. 20.—*In re F. Insoll*.—This case, which was reported last week,\* came before his lordship in another shape. The former application was to put in bail to appeal against a commitment under an Act passed in 1738, and the present application was for a writ of *habeas corpus*, on the ground that the defendant was illegally detained in Hereford gaol.

Mr. Chitty (instructed by Mr. H. C. Barker) appeared in support of the application, and Mr. Butterworth showed cause.

The circumstances as disclosed, and which occupied his lordship some time, were very peculiar. The defendant was a licensed victualler at Ledbury, in Herefordshire, and was made a bankrupt in July last. Soon afterwards his landlord, Mr. George Mansfield, summoned him before the justices, under 11 Geo. 2, passed in 1738, for fraudulently removing his goods. The defendant produced his protection in bankruptcy, and declared that he had no goods, on which he was committed for two months to Hereford gaol, with hard labour, and there he now remained. On the last occasion he applied to put in bail to appeal; but it was deemed to be too late. He had also made a similar application to the present, but the point in bankruptcy was not relied on.

Mr. Butterworth objected to a re-hearing of the case, on the ground that it had been decided. He was, however, willing to go into the question as to the bankruptcy.

Mr. Chitty submitted that where the liberty of the subject was concerned he had a right to go into the matter. It was a remarkable case, under a remarkable Act of Parliament—under such an Act that in these days could not be obtained, and it was one not known to the public.

His LORDSHIP decided on hearing the application.

Mr. Chitty proceeded to detail five points on the illegality of the commitment—that the period of two months' imprisonment was substituted for six months, which was bad; that no time was fixed for the payment; and that as it was for non-payment of that, the protection in bankruptcy would avail. He understood that by the report in the newspapers the question as to the commitment for two instead of six months was not brought forward.

Mr. Butterworth had no doubt of the accuracy of the report; but the point was taken. The learned counsel discussed the several points *seriatim*. He urged that a landlord, even in bankruptcy, was entitled to his rent, and that the protection could not extend to a commitment under an Act passed in 1738.

Mr. Justice SHEE patiently listened to both sides. He said, after giving the matter his best attention, he could not make the order as prayed. His lordship accordingly refused the application for a writ of *habeas corpus*.

## COURT OF BANKRUPTCY.

(Before Mr. Commissioner HOLROYD.)

Sept. 16.—*In re Foster*.—The bankrupt, who was formerly the secretary of the Commercial Travellers' Schools, came up for his release from custody. He was opposed by Mr. Denney, on behalf of Mr. Beck, the detaining creditor.

The offices of the Commercial Travellers' School were situate in Cheapside, immediately over the premises occupied by Mr. Beck, who was a law stationer. The bankrupt and Mr. Beck were in the habit of seeing each other daily, and feelings of friendship naturally arose between them. Eventually the bankrupt induced Mr. Beck to become security for him to the Scottish Union Loan Society for a cash advance. The bankrupt afterwards relinquished his appointment as secretary, leaving Mr. Beck to repay the balance which remained due to the Scottish Union.

Mr. Denney submitted that Mr. Beck had been very cruelly dealt with under the circumstances.

The bankrupt said that he had been willing to do everything in his power for Mr. Beck, but he had been out of employment for some time, and he now held only a temporary engagement.

Mr. Commissioner HOLROYD.—It appears from the proceedings that in 1863 you made a bill of sale in favour of Messrs. Green and Reece, thus preferring them to Mr. Beck. I cannot release you until after the meeting for choice of assignees.

Application refused.

## WESTMINSTER COUNTY COURT.

(Before F. BAYLEY, Esq., Judge.)

Sept. 16.—*Scheibler v. Harding*.—This was an action to recover £16 5s. for attendance and medicine supplied as a homoeopathist.

Mr. Davis appeared for the plaintiff; and Mr. Roberts for the defendant.

Mr. Roberts said that under the 65th section of the Medical Registration Act, the plaintiff could not recover, not being legally registered.

Mr. Davis argued at great length that the Act did not bear on the plaintiff, who did not claim as a medical man, but merely as a homoeopathist; that it was a most important question which had not yet been decided, and one in which great interest was felt by the profession generally.

His HONOUR.—But he calls himself a medical man.

Mr. Davis.—So he is, a foreign medical man; and a person may describe himself as he pleases. But he does not claim as such.

His HONOUR.—But homoeopaths use medicine.

Mr. Davis.—But the object of the Act was to prevent improper and unqualified persons using titles they had no right to. Here such is not the case. We state what we are; you come to us. There is no disguise. If you do come, and make a contract, you are bound by it.

His HONOUR said.—The 32nd section says that no one but those legally qualified and registered under this Act can recover for surgical or medical advice or medicine supplied. Now, homoeopaths supply medicine. There is also a section

(the 33rd) that provides for the admission of those gentlemen by application to the Privy Council; therefore, I fear I cannot assist you.

Mr. Davis—I do not apply under the Act, therefore the question is as to the meaning of the term "medical;" and as it is of deep importance to the profession, we ask you for a decision.

His HONOUR—There has been no decision?

Mr. Davis—No.

His HONOUR—The Act says, "practising medicine;" and as homoeopaths "practise medicine," although I believe they are great benefactors, I must decide against you.

Mr. Roberts then applied for costs; but

His HONOUR said that as the defendant had the benefit of plaintiff's attendance and medicine, he did not think it a case for costs, and would not give any.

Judgment for defendant, without costs.

#### CENTRAL CRIMINAL COURT.

(Before Mr. Justice SHEE.)

Sept. 21.—Jacob Miller Lear, 45, builder, remanded from last sessions, stood indicted for unlawfully removing and concealing part of his estate within sixty days of his adjudication as a bankrupt, with intent to defraud his creditors; for unlawfully omitting from his schedule certain property, and concealing and destroying certain books and papers relating to his property; and for unlawfully giving false evidence before one of the registrars of the Court of Bankruptcy.

Mr. Besley, who appeared as one of the counsel for the prosecution, said it was with some surprise he had seen this case set down for trial to-day, because there was a distinct understanding last sessions, when the Common-Serjeant assented to its postponement, that fresh bills only should be sent before the grand jury at the present sessions, and that the case should stand over for trial until the October sessions. This was clearly the final understanding come to upon the application of Mr. Serjeant Ballantine.

Mr. Giffard, who acted as counsel for the prisoner, refused to acquiesce in the account of the arrangement come to at the last sessions, as stated by his learned friend. He (Mr. Giffard) applied at the last sessions that the indictment should be quashed, and, failing in that application, he sought for and succeeded in obtaining the permission of the Court that the indictment, which was then an exceedingly intricate one, embracing forty or fifty counts, should be divided into four or five separate indictments, and that these should be sent before the grand jury at the present sessions, the grand jury at the last sessions having at that time been discharged. Now, the indictments, as preferred at the present sessions, comprehended every charge under the sun, or under the law of bankruptcy, which could by possibility be imagined or described; so that although the direction of the Common-Serjeant had been acted upon, yet the compliance was a merely colourable one, of little or no value to the prisoner, and rendering it still quite as impracticable as before that any counsel acting on his behalf could successfully grapple with the formidable list of charges advanced against him. He entered his protest against such a form of prosecution. He contended that it should be limited to something specific, and that it should by no means be extended over an immense variety of counts. He should certainly either now, or, if not now, at the next sessions, move that the indictment, under the extraordinary circumstances of the case, be quashed as it stood.

Mr. Justice SHEE said that, as he understood the learned counsel's objection to be made in the form of a protest, he would not make any order with reference to the quashing of the indictment, but would content himself with directing the case to stand over until the next sessions.

#### GENERAL CORRESPONDENCE.

##### A GRIEVANCE.

Sir,—Are there no means of putting a stop to the printed publication of the names of parties against whom judgments and bills of sale are registered? A clergyman, a client of mine, who executed a bill of sale as a collateral security for the loan of a sum of money, has been exceedingly annoyed to find that the circumstance has been blazed about the parish by one of his parishioners, who went to the squire of the place and told him the "parson had given a bill of sale, and it was advertised." This created a prejudice in the mind of the squire, who does not appear to understand the nature of such transac-

tions, and he gave further currency to the report. I found, on inquiry, that publicity had been given to the fact through the medium of *Perry's Bankrupt Weekly Gazette and Weekly Private List*, which circulates in the neighbourhood (professedly amongst subscribers, but who publish the contents far and wide). I shall be glad if you or any of your correspondents can assist me in putting a stop to such a publication as that of Mr. Perry; and has not my client a right of action in the matter, and against whom? I am aware that anyone is at liberty to search for judgments, &c., but not to publish them in the form complained of.

21st Sept. 1864.

A NORTH RIDING SOLICITOR.

Sir,—I should be obliged by your inserting the following queries in your next number:—If an attorney and solicitor ceases to take out his certificate, can he legally continue to administer oaths and take acknowledgments, he having been duly appointed a commissioner for taking affidavits in common law and chancery, and for taking acknowledgments, &c.? Also, can he continue to take acknowledgments after he is struck off the rolls? An answer to the above would oblige, Lincoln's-inn-fields. W. J. J.

#### PROVINCES.

BUCKINGHAM.—At the Bucks petty sessions, on the 9th inst., George Free, landlord of the Wheel public-house, Naphill-common, was charged with buying a hare on the 25th of August, not being licensed to deal in game. A policeman named Shrimpton said that two men, named Nash and Tilbury, had come into the tap-room while he was in plain clothes, and Nash said to Tilbury, "Is this the man that wants a hare?" Tilbury said, "Yes." Nash then pulled one out of a sack, and held it towards the witness. He took it in his hand and said, "What's the price of this?" Gave 3s. for it, and handed it to the defendant's wife to put it in the cellar. After that defendant bought one, and paid 2s. 6d. for it in threepenny-bits. On cross-examination, Shrimpton said that he was sent to detect crime, and that he did not think it his duty to have prevented the offence in the present case. The two men, Nash and Tilbury, were also charged with selling the hare to Shrimpton. After some slight consideration, the chairman (the Rev. G. Phillimore) said the case was a most important one to the public, as opening the question as to how far the police were justified in disguising themselves for the detection of crime. Shrimpton had been sent by his superior officer for the purpose of detecting crime; and though the police were not engaged to act as gamekeepers, yet when cases came under their notice they were bound to report them. In the present case, however, the officer, in his zeal, had induced the first defendant to commit the offence, for Free had not attempted to move in it till at the constable's suggestion. Under the circumstances, the Bench dismissed both cases.—*South Bucks Free Press*.

DARLINGTON.—At the Darlington police-court, on Monday, a respectable young man, named John Parlour, was charged by P.C. Cornfoot with having game, four partridges, in his possession. On the 2nd of September, the policeman was on duty near Parkgate, and saw the defendant, accompanied by a dog, coming down the street as if proceeding from the railway station. He saw he had something bulky in his pocket, and the officer followed the defendant, who went into Harrison's game shop, where the officer asked Parlour to go with him to the station. He did so without the least hesitation, and on his arrival there the superintendent asked him where he got the game, when Parlour stated that his father gave it to him. The only reason that P.C. Cornfoot had to suspect that the man was a poacher was that he wore a peculiar-looking coat. He did not accost the man in the public highway, but followed him into Mr. Harrison's house.—Mr. Nixon contended that inasmuch as the Act of Parliament required that it was in the Queen's public highway the party should be found in the unlawful possession of game, this information should be quashed, as the policeman actually followed the man into a private dwelling-house, which, he submitted, with all due respect to their worship, formed no part of her Majesty's highway.—The chairman (Mr. Allen) considered that as the house alluded to was a public one, it was perfectly optional with the general public to use it and resort there for the purpose of buying and selling.—Mr. Nixon: But according to this policeman's evidence, we see that he has never spoken to my client, though he had ample opportunity of stopping him in the public street. Instead of doing this, he followed him into a private house.—The magistrates dismissed the case; and on Mr. Nixon asking



for his costs, they refused to give them.—*Darlington and Stockton Times.*

FALMOUTH.—A case of considerable importance to the owners and masters of vessels and also to ships' crews was heard at the Falmouth police-court on the 14th inst. Captain Jolly, of the ship *Brandon*, of London, 900 tons register, summoned John Copeland and seventeen other seamen belonging to the ship's crew, for disobeying his lawful orders. It appeared from the captain's evidence that he had sailed from London on the 15th of July, 1863, for Melbourne; thence to Akyab, East Indies; thence to Falmouth, with a cargo of rice. At Falmouth he remained some days awaiting orders, which he received on the previous day, directing him to proceed to Antwerp to discharge his cargo. He accordingly went on board and ordered the men to man the windlass and get the ship under weigh. This they refused to do, stating that they would not sail for any Continental port, as their articles did not bind them to go there.—Mr. Moorman, who appeared for the plaintiff, said the only question for their worship to decide, as the refusal to work was admitted, was whether or not the voyage was really concluded at Falmouth, according to the ship's articles. The articles were dated London, July 16, 1863, and were in the following terms:—"For a voyage from London to Melbourne, or any port or ports in the Indian Ocean or Pacific Ocean, or Chinese Seas or West Indies, or wherever freight or employment for the ship may offer; trading backwards or forwards in any succession till her return to a final port of discharge in the United Kingdom. Voyage not to exceed two years." He submitted that, according to these articles, the vessel could trade to any port where freight might offer, so that she ultimately came to a final port of discharge in the United Kingdom within the two years for which the seamen were articulated. Antwerp was not a final port of discharge, but an intermediate port, where freight might be earned, and there was still plenty of time to make a voyage from Antwerp and return to the United Kingdom within the time specified.—Mr. Jenkins, for the defendants, submitted that the law was that if the captain wanted to take the men to a place not named in the articles, they had a right to refuse, and such refusal could not be construed into an act of disobedience to lawful orders. The judgment of Lord Stowell, in the case of the *Minerva*, 1 Hagg. Rep. 347 and 356, was decisive on the matter. Lord Stowell said, "If the master propose to take the vessel on a voyage not designated by the articles, the mariners may leave a ship without being guilty of desertion; and words of indefinite meaning inserted in the ship's articles, such as 'or elsewhere,' will be construed in favour of the mariners; and with reference to the general course and routine of the voyage described in the context, such words must receive a reasonable construction conformable to the interests of commerce. They are not to be taken in the indefinite latitude in which they are expressed; they are no description of a voyage; they are an unlimited description of the navigable globe, and are not to be admitted as an universal *alibi* for the whole world, including the most remote and even pestilential shores." Mr. Jenkins contended that the words in the *Brandon's* articles, "or wherever freight or employment for the ship may offer," were of the same nature and of the same "indefinite meaning" as the words "or elsewhere," quoted by Lord Stowell. The sailing "backwards and forwards" meant between those places named in the articles; and as there was no mention of the Continent, the men were clearly entitled, on the principles laid down by Lord Stowell, to refuse to proceed there, and had a right to their discharge at Falmouth, which was the port in the United Kingdom to which they had returned.—After some consideration, the Bench decided that had the vessel continued to trade between those places mentioned in the articles, there could be no doubt that the captain could have compelled the men to serve for two years; but as the ship had returned to England, and there was no Continental clause in the articles, the men must be discharged.

## COLONIAL TRIBUNALS & JURISPRUDENCE.

### CANADA.

We extract the following from the *Upper Canada Law Journal*:—

CHANCERY.—*McCulloch v. McCulloch.*

*Alimony*—How far the English rule as to allowing one-third of income is applicable to this country.

The defendant was the owner of real estate of the annual value of about £112 16s., but subject to a debt of £100. He had

also household furniture and farm stock, and he worked his farm. The plaintiff, with her eight children, lived apart from the defendant, on account of his cruelty, and with no means of support save such as might be obtained by way of alimony. On a reference to the Master to fix permanent alimony, he allowed £37 10s. per annum. On appeal, this sum was increased to £80 per annum.

The bill in this cause was filed by his wife against the defendant, who was a farmer, owning a farm of 150 acres, subject to a mortgage of about £100; also a village lot, renting at £4 10s. per annum, and farm stock worth more than £100. Interim alimony had been allowed at the rate of £37 10s. per annum.

On a reference to the master at Whitby, directed by the decree, he had fixed the same amount as permanent alimony. This would be about one-third of the annual value of the defendant's estate, making no allowance for the value of his labour.

On appeal, it was shown that defendant's eight children, with the plaintiff, their mother, were forced by the defendant's conduct to live apart from him; that the eldest child was a girl of sixteen, the youngest an infant in arms. All of the eight are with their mother, dependent entirely upon the sum to be received as alimony for their maintenance, and that the sum allowed was insufficient for the plaintiff alone.

It was argued that the rule usually followed in England of assigning one-third of the annual income to the wife is not invariably to be followed, and though often a proper sum in England, where the husband's income is large, is not applicable to cases like the present, where the estate is small, and the personal industry of the husband is necessary for the family's support.

A. Crooks, Q.C., for the plaintiff, who appeals.

Downey for the defendant.

The additional facts of the case, and the authorities cited by counsel, appear sufficiently in the judgment of

SPRAGGE, V.C.—The bill, which is for alimony, is taken *pro confesso*, and a decree for alimony, by reason of the cruelty of the husband, was pronounced on the 9th of February last. It appears that the wife, with her eight children, the eldest a girl of sixteen, and the youngest a child a little more than a year old, left her husband's house on the 3rd of November last, and that they have since lived with her father, except that recently the eldest girl has left. The health of the wife is, as appears by the evidence of her father, so bad as to render her helpless, and to require medical attendance. Of the children, two only are boys—one eight, the other six years old.

The defendant is a farmer, the proprietor of 150 acres of land in the township of Scarborough, of which about 110 are cleared and under cultivation—the whole farmed by himself. He has also horses, and farming-stock, and implements. He has also a cottage and small lot, worth, as he says, about 200' dols., and which is worth, to rent, about 18 dols. a-year. He appears to be in debt to the extent of about 400 dols., or perhaps a little more. The annual value of his property appears to be somewhere about 450 dols.; the interest upon its value exceeds that amount. The Master has allowed alimony for 150 dols. a-year. This is complained of as too small, and I agree that it is so. It is suggested that the master has proceeded upon the principle of allowing for alimony a percentage upon the annual value of the husband's estate—it is said one-fifth—and it is conceded that what is allowed is about one-third. To proceed upon such a principle is, in my judgment, erroneous, and particularly so when the wife and family are in fact supported by the labour and skill of the husband. If any proportion were taken as the scale of allowance, the annual value of that labour and skill should be added to the annual value of the husband's property; in many cases it is the principal source of the income, and in many more it is the whole.

Regard must be had, as the decree expresses it, to the station in life and position of the parties, and also to the nature of the property of which the husband is possessed. A percentage upon the annual value of the husband's property will very rarely, in this country, form a just measure for the allowance of alimony. It has been discarded in numerous cases—among them in the case of *Severn v. Severn*, 7 U. C. Chan. R. 199—and is not followed in England, where the adoption of it would not do justice to the wife, or the wife and children. Two instances of this are the cases of *Whitdon v. Whitdon*, 5 L. T. N. S. 138; and *Wilcocks v. Wilcocks*, 30 L. J. Prob. 205. The Court now proceeds upon the sounder principle of looking to what is just and reasonable under all the circumstances. The language of the decree furnishes a proper and safe guide for the discretion of the Master.

The adoption of the rule I have observed upon operates with peculiar hardship in this case. The wife is forced, by the cruelty of her husband, to leave his house, and to seek shelter in that of her father, where, with seven children—herself sick and helpless—she is now living. For the support of herself and children the scant sum of 150 dols. a-year is allowed; while to the husband, not burthened with the support of any children, double that sum is left, besides the house, which, but for his misconduct, would have continued a shelter for all, and besides the value of his own skill and labour as a farmer, to the benefit of which all are entitled.

It is a most unequal division, and, I apprehend, could only have been made by the Master under the idea that he was bound to fix the amount of alimony by a scale measured by the annual value of the husband's property. I think the sum proposed to be allowed is very reasonable. The plaintiff's father says he thinks it would take £75 or £80 a-year to maintain herself and her family. I think the larger sum would be a moderate amount. It was suggested that I should fix the amount to be paid, instead of referring it back to the Master; I therefore fix it at £80 a-year, to be paid from this date, and at the times mentioned in the Master's report. Liberty will be reserved, as was done in *Severn v. Severn*, to both parties to apply to the Court, as they may be advised, should the circumstances of the case alter, and the defendant must in that case pay the costs of the application.

What I see in this case leads me to remark that in cases of this nature the Court looks to the possibility of the parties living again together. The husband, as I see by his affidavit, expresses an anxious wish that this should be the case. His cruel conduct is attributed to intemperance: he is described by two of his neighbours as kind, affectionate, and inoffensive in his disposition. A thorough reformation in his habits may lead to that reunion with his family which he professes so earnestly to desire.

## FOREIGN TRIBUNALS & JURISPRUDENCE.

### FRANCE.

An act of devotedness has just been performed at Poulguen, a small French watering-place on the Atlantic, by M. de Poilly, one of the judges of the Court of Orleans. A young lady named De Grigny, a governess, was bathing, when she found herself overcome by the receding tide, and carried out to sea. She called for help, but the persons on shore, thinking that she was in sport, paid no attention. However, a moment later she gave a scream, and disappeared beneath the water. This time there was no doubt that she was drowning. M. de Poilly rushed into the water, dressed as he was, and seized her by the arm. She, however, clung so tightly to his neck, that for a moment they were both in danger of drowning; but he at length succeeded in extricating himself, and supporting her with one hand, swam ashore with the other, amidst the applause of the persons assembled.

### GETTING RID OF A RIVAL.

An officer-de-santé, named Alleazard, was last week tried by the Court of Assizes of the Haute-Loire, on a charge of attempting to murder a young man named Bonfils, residing at Auzon; Alleazard's servant, a young woman named Mestre, was also charged as an accessory before the fact. It appeared from the indictment that the female prisoner entered Alleazard's service in the summer of 1863, and that an improper connection was soon established between them. Among the persons who visited Alleazard, was a young man named Bonfils, whom the former soon began to suspect of an amour with his servant, and to prevent any communication between them, he locked the girl in her chamber every night, and sealed a strip of paper on her window, so that it could not be opened without his knowledge. These precautions, however, did not satisfy his jealousy. Under the pretext that robbers were always prowling about his premises during the night, he begged his neighbours to assist him in watching, which they did for several nights without making any discovery. Having thus paved the way for his design, he advised his servant to give Bonfils a rendezvous in his stable at eleven o'clock that night, under the pretence that she had something important to communicate. Bonfils went at the hour appointed, and was just entering the stable, when Alleazard, who was watching at the window, fired at him twice, and wounded him severely in the leg and thigh. The wounded man's cries soon brought the neighbours to his aid, and he explained that he had gone there to meet Alleazard's servant by her own appointment. She and her master were

accordingly arrested. The girl at once confessed that she had made an appointment to meet Bonfils, but that her master had that night locked her up as usual. She protested that she had no suspicion of what her master intended to do. The evidence having clearly proved that the whole was a plot devised by Alleazard, to get rid of his supposed rival, the jury found him guilty of wilfully wounding, and the Court sentenced him to four years' imprisonment. The female was acquitted.—*Galignani*.

### WIFE MURDER.

At the court of assizes of the Aube, a farm servant, named Malley, has just been tried on a charge of having, at Mouline, on the 25th of March last, murdered his wife by throwing her into the river Aube. A married woman, named Tonnelet, with whom he had cohabited both before and after his marriage, was also charged as an accomplice in the crime. The woman Malley having disappeared on the 25th of March last, the prisoner, a man of very bad character, was immediately suspected of having murdered her, and several circumstances were soon discovered which left no doubt of his guilt. He was accordingly arrested, and after vainly endeavouring to combat the evidence against him, at last confessed that, at the instigation of the woman Tonnelet, he had induced his wife to go with him to see some friends at a neighbouring village, but that the woman Tonnelet met them near the river, and they then executed their design of drowning her. In consequence of this confession, the woman Tonnelet was arrested. The river was dragged, and the body of Malley's wife was found near the spot indicated by him. In court the female prisoner denied her guilt, and attempted to prove an *alibi*, but failed; while several witnesses deposed that they had seen her coming from the direction of the river shortly after the time when the murder was committed. The jury found both prisoners guilty, but with extenuating circumstances, and the Court accordingly condemned them to hard labour for life.—*Galignani*.

### AUSTRIA.

#### A SUPREME COURT OF JUSTICE AT VENICE.

A commission which assembled at Vienna about two years ago to deliberate on a constitution for the Lombardo-Venetian kingdom, proposed, among other measures fitted to contribute to the prosperity of the kingdom, the institution of a Supreme Senate, or court of justice, the seat of which was to be at Venice. Although political circumstances seem to be opposed to the promulgation of the provincial *statuto* in that kingdom, the *Austrian Gazette* declares, on what it considers to be good authority, that the government of Austria intends acceding at once to the desire of the Venetians by the institution of a supreme court of justice.

### MEXICO.

The *Times* correspondent, on the subject of the administration of justice, says.—An Imperial decree, authorising the naming of a commission to provide for the proper administration of justice has just been issued. The irremovability of the judges, their emoluments and responsibility, publicity in all the different courts, the quick administration of justice, in civil as well as criminal matters, and the adoption of a proper code of laws, are the bases upon which the commission is to act. How a code of laws can ever be formed out of the chaos at present existing, it is difficult to conceive. Every president, as he came to power, showered forth a number of decrees upon every imaginable subject; whether these decrees tallied with or contradicted those issued by his predecessor, was a matter of sovereign indifference, provided they answered the exigencies of the moment, and as upon an average there has been a change of government every twelve months, some idea may be formed of the utter confusion and uncertainty which reign in all legal matters. The best plan, and the one most likely to be adopted by the Emperor, is at once to cut the Gordian knot by declaring the "Code Napoleon" the law of the land in all civil and criminal proceedings, preserving only the "*Ordenanza de Minería*" (resembling in some respects our old stannary laws) which has always been found admirably adapted for the regulation of all mining matters. A code of laws once established, where the judges are to be found is a question which as yet no one has been able to solve. Time and patience may do much, but an impartial administration of justice can never be arrived at until a severe example has been made of any judge who shall dare to violate the trust reposed in him. At present the venality of these gentlemen is beyond belief. A case occurred not long back

where a suitor, who was clearly entitled to a verdict in his favour, was informed that the judge had already written out his judgment, which was to be delivered on the following morning, and that it was dead against him on every point. The unfortunate suitor was, of course, in despair, when a friend, well acquainted with the customs of the country, said to him, "Authorise me to dispose of 5,000 dols., and I will answer for the result." The authority was given, and it is needless to add, that "justice" was done. Imagine not that this is a solitary case; there have been thousands. To attempt to palliate such conduct is, of course, out of the question; still, the system is more to blame than the men. The judges received little or no pay; they depended entirely upon what they could extort from the suitors. Pay the judges well, make them amenable to public opinion by the publication of every case, and render them independent of the Executive, and I firmly believe you will find as honest men in Mexico as elsewhere. In fact, alter the system, and you will change the character of the people. Hitherto an honest man has been looked upon as a fool.

#### ROME.

A letter in the *Monitore delle Marche* estimates at more than 300 the number of brigands who, divided into several bands, are at this present time in safety on Pontifical territory. They are said to be chiefly in the direction of Prato di Campoli. The same letter asserts that fifty malefactors have been suffered to escape from the prisons of Frosinone, and 200 from the Civita Vecchia galleys, and all are said to have been supplied with arms. This startling piece of intelligence needs confirmation; for, whatever the Papal Government may be capable of, it is difficult to believe that such things are suffered to be done under the very nose of the French generals.

#### OFFICE OF LAND REGISTRY.

GENERAL ORDERS, DIRECTIONS, AND FORMS RELATING TO PROCEEDINGS ON APPLICATION FOR FIRST REGISTRATION OF TITLE, 1864. (Continued.)

##### Surveys and Notices.

"The Registrar may require that the description, quantities, and boundaries of the lands, and the accuracy of any map or plan, be investigated and ascertained by some person nominated and appointed by himself, who shall, at the expense of the applicant, make such surveys and such investigations and inquiries on or in the neighbourhood of the lands, or otherwise, as the Registrar shall require. Such notices shall be given of such surveys, investigations, and inquiries, in such form and to such persons as the Registrar shall direct, and the applicant shall pay the expenses of such surveys, investigations, and inquiries, to such person and in such manner and to such amount as the Registrar shall from time to time direct." (11.)

This investigation, which will in no case be required before the Registrar is satisfied with the title, is to avoid encroachment upon the lands of adjoining owners. For this purpose the assistance of the Map Department of the Copyhold, Inclosure, and Tithe Commission has been obtained, and the map and description furnished by the applicant will be sent to that department, where they will be examined, under the direction of Colonel Leach, to ascertain that they correspond with each other, and accurately represent the property.\*

Except in cases where the Registrar shall think such a course unnecessary, a person will be sent to the property itself, to verify the boundaries, and to ascertain that they are accurately defined upon the map, and in that case the applicant must provide some intelligent person, well acquainted with the property, to accompany the person making such investigation.† And to afford the owners and occupiers or tenants of adjoining lands and the trustees of boundary roads protection against encroachments, notice will generally be required to be given to them of such investigation, that they may attend to assist in verifying boundaries, and to give any

\* The expense of this will be after the rate of 2s. 6d. per hour, according to the time actually occupied. The time required will probably vary from a few hours to two or three days, according to the degree of care and accuracy with which the documents have been prepared by the applicant, and the extent and character of the property.

† The charge of the person making the investigation will not exceed the rate of one guinea per diem, and his actual travelling expenses. The time occupied will depend upon the character, extent, and intricacy of the property, the distance travelled to the locality, the completeness of the documents furnished, the diligence used by the parties interested, and the facilities and information afforded to the person employed. A compact rural property of 100 acres should not, under ordinary circumstances, occupy more than one or two days.

necessary information; and notice will also generally be required to be given to the principal tenants or occupiers of such parts of the lands proposed to be registered as form the boundaries of the property. The notices must be prepared by the applicant, and after being settled in the office and stamped with its seal, should be served by him. Not less than seven days' notice should be given.

The following is the form of notice of survey used in the office, viz.:

##### Notice of Survey.

##### "LAND REGISTRY."

No.

In the matter of the Act of 25 & 26 Vict. c. 53, and of the application of [Thomas Hopkins, of Sevenoaks, in the county of Kent, farmer].

TAKE NOTICE, That the Registrar has directed a surveyor to attend on the \_\_\_\_\_ day of \_\_\_\_\_ next, on the [lands in the parish of Tunbridge, in the county of Kent, called or known as High-beach Farm,] at \_\_\_\_\_ o'clock in the noon, to survey and perambulate the boundaries of the same for the purposes of registration under the provisions of the above Act.

And notice is hereby given to you in order that you may attend the said survey and perambulation, and point out to the said surveyor the boundaries of the said property, and any other matters material to the registration, to the end that such boundaries may be duly inquired into and correctly defined, and the property correctly represented by him in such survey and on the map of the said premises, to be settled for the purposes of the registration.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

[Signature of the applicant or his solicitor.]

##### Services of Notices.

"All notices required by the Act or these orders to be served shall be under the seal of the office." (39.)

For every notice under the seal of the office a stamp of 1s. must be paid.

"Services of notices through the General Post-office shall be deemed good service, if the Registrar shall so direct." (40.)

If the service be personal, it must be proved by affidavit; it must also be proved that the persons served are in fact the proper parties. If the service be through the post-office, it should be made by registered letters, and in such case there must be an affidavit verifying the names and addresses of the persons to be served, and the fact that they fill the characters represented; and open envelopes, duly addressed, and containing notices under the seal of the office, should be left at the office for postage, together with the amount of such postage.

If there should be any doubt as to who should be served with notice, or if the persons should be very numerous, or there should be any other difficulty, the Registrar will, on application to him, give the necessary directions for the service.

"Substituted service on the solicitor, attorney, or agent of any party, shall be deemed good service on such party, if the Registrar shall so direct." (42.)

##### Map for deposit in office.

When the survey and investigation have been completed, a fair copy of the map as settled, with a terrier containing the names and area, &c., of the several closes written on the margin thereof, will be prepared at the office of the Copyhold Inclosure and Tithe Commission, for deposit by the applicant in the office as part of the description of the property. Such fair copy map will, unless materially altered, in consequence of claims made after the advertisement of the intention to register the property so as to render a fresh copy necessary, ultimately be permanently deposited in the office as part of the description of the property.\*

##### Particulars required by the 7th Section of the Act.

"The particulars required by the 7th section of the Act shall be furnished by the applicant in writing in such form as the Registrar shall direct; and any objections made by the applicant to the settlement thereof by the Registrar shall also be made in writing, and left in the office within such time as shall be appointed for that purpose. On such objections being left, an

\* The cost of maps on mounted paper, proper for this purpose, varies from 1d. to 2d. per acre; but if the map embraces a town or large village, or is of house property, or the area is small, an addition to these charges would be made in proportion to the increased labour of the draftsman; and in cases of extraordinary or unforeseen difficulty, it is possible that charges somewhat larger than those previously mentioned may have to be made.



appointment shall be obtained for attendance before the Registrar for his consignment thereof." (13.)

The particulars under the 7th section should be furnished as soon as the Registrar is satisfied with the title to the land, and the description and map have been settled and approved in draft. They will consist of—

1st. The "exact description of the lands."

This should be prepared from the draft description, as the same shall have been previously settled by the before-mentioned investigation, and should in form consist of a general description of the property, with reference to the map prepared at the office of the Tithe Commission, and deposited by the applicant in this office.

2nd. "A statement of the persons or classes or descriptions of persons (if any) that are or may become entitled, and of the estates, &c."

This statement should contain the particulars as the same appear from the investigation of the title, and are admitted by the applicant, or if any questions arising with reference thereto have been previously decided, then according as the same shall have been so decided.

3rd. "A statement of the mortgages, &c."

This statement should contain the mortgages, &c., as they appear from the investigation of title, and are admitted or have been decided to exist.

In the simple case of the applicant being the owner, subject to a mortgage in fee, and claiming the mines and minerals, his wife being barred of dower by declaration, the particulars may be in the following form; in other cases the form must be altered to meet the particular circumstances:—

"No. Particulars under the 7th section of the Act.

#### LAND REGISTRY.

In the matter of the Act of the 25 & 26 Vict. chapter 53, and of the application of \_\_\_\_\_ of \_\_\_\_\_ in the county of \_\_\_\_\_

The following are the particulars required by the 7th section of the above-mentioned Act, to be furnished to the Registrar:—

First. 'Description of the lands to be registered.'

All those hereditaments called or known as \_\_\_\_\_ in the parish of \_\_\_\_\_ in the county of \_\_\_\_\_ containing by admeasurement \_\_\_\_\_ or thereabout, in the occupation of \_\_\_\_\_ bounded on or towards [state the boundaries], and delineated on the map No. \_\_\_\_\_ deposited by the said \_\_\_\_\_ in the Office of Land Registry as part of the description of the same hereditaments, and thereon edged with \_\_\_\_\_ together with the mines and minerals under the same hereditaments.

Secondly. 'Statement of the persons or classes or description of persons that are or may become entitled to such lands, and of the estates and interests that exist or may arise or become vested in such persons respectively.'

The said \_\_\_\_\_ is entitled to the before-mentioned hereditaments for an estate of inheritance in fee simple in possession, subject only to the incumbrance herein-after mentioned.

The said \_\_\_\_\_ was not married before the year 1834 to a wife now living, and has by deed declared that his widow (if any) shall not be entitled to dower.

Thirdly. 'Statement of the mortgages, charges, and incumbrances affecting such lands or any part thereof, and of the persons entitled thereto both at law and in equity.'

By deed dated the \_\_\_\_\_ day of \_\_\_\_\_ the before-mentioned hereditaments were conveyed to \_\_\_\_\_ of \_\_\_\_\_ in fee by way of mortgage to secure the sum of \_\_\_\_\_ and interest, and the said sum, with some interest thereon, is now due to the said \_\_\_\_\_

[Signature of the applicant or his solicitor.]

Unless in the description of the lands the mines and minerals are expressly claimed, they will, pursuant to the 9th section of the Act, be deemed not to be included in the property to be registered.

If the Registrar shall not acquiesce in the particulars furnished, he will make such alterations therein as he shall think proper; and in that case, if the applicant shall object to the alterations, the course of proceeding is pointed out by the 7th section of the Act, and the above order.

The 7th section of the Act provides that any objection to the settlement by the Registrar of the above particulars, if not allowed by the Registrar, shall, at the request of the applicant, be referred to and decided by the Judge of the Court of Chancery.

#### Security for Costs and Expenses.

"The applicant shall, when required by the Registrar, secure

the payment of any costs or expenses, by the undertaking in writing of himself or his solicitor, or by deposit of money, as the Registrar may from time to time direct." (12.)

#### Advertisements and Service of Copies.

"Before any title is registered, notice of the intention to register the same shall be given by advertisement in one London and one local newspaper at least, and in more newspapers if the Registrar shall so direct, and also in colonial and foreign newspapers, if the Registrar shall think it necessary or desirable. Such advertisement shall be repeated as often as the Registrar shall direct. Such notice shall contain, besides the particulars required by the 11th & 12th sections of the Act, such other particulars as shall be deemed necessary. Notice of the intention to register shall be served on such of the tenants and occupiers of the land as the Registrar shall direct." (G.O. 15th Jan. 1863.)

The 15th of the General Orders of the 1st October, 1862, has been cancelled, and the above order has been made in substitution thereof.

"The form of such notices shall be settled and approved by the Registrar before the same be advertised or served, and a tracing or copy of the map or plan of the land, or of any part or parts thereof, shall be attached to such notices for service, or any of them, if the Registrar shall so direct. Satisfactory proof shall be given of the publication and service of such notices." (16.)

When the statement under the 7th section has been settled, the notice to be advertised of the intended registration must be prepared by the applicant. The 11th section of the Act provides that the Registrar "shall require such notices as General Orders shall direct to be given, by public advertisement, of his intention to register such lands, with an indefeasible title, at the expiration of a period of not less than three months from the date of such advertisement." And the 12th section enacts that "such notice shall contain a copy of the description of the land as proposed to be registered, and the names and descriptions of the applicants for registration," and that "the notice shall also state the place, time, and manner at and in which any party may be heard to show cause against such registration."

The following form of advertisement or notice is that now generally used in the office, viz.:—

#### "OFFICE OF LAND REGISTRY.

No. \_\_\_\_\_

In the matter of the Act of 25 & 26 Vict. chapter 53.

NOTICE is hereby given, That on the application of [Thomas Hopkins, of Sevenoaks, in the county of Kent, farmer.] the Registrar of the Office of Land Registry intends, at the expiration of three calendar months from the date hereof, to register with an indefeasible title, all [those hereditaments called or known as Highbeech Farm, in the parish of Tunbridge, in the county of Kent, containing by admeasurement 150 acres, or thereabout, in the occupation of Wm. Brown] and delineated on the map No. \_\_\_\_\_ deposited by the applicant in the Office of Land Registry as part of the description of the same hereditaments, and thereon edged with [together with the mines and minerals under the same hereditaments].

If any person objects to, or desires to show cause against such registration, or claims that the same should be subject to any conditions or reservations, or that any particular estate or incumbrance, charge or liability, not already proved or admitted before the Registrar, should be entered on the register with reference to such hereditaments, such person may be heard at the Office of Land Registry, No. 34, Lincoln's Inn-fields, at any time before the expiration of the said three calendar months from the date hereof, personally, or by his solicitor or counsel, or by affidavit or otherwise, to make such objection to, or to show cause against, or to make such claim in respect of, such registration. But any person desiring to make such objection or claim must lodge the same in writing, stating the particulars thereof, and with his name and address thereto, in the Office of Land Registry, before the expiration of the said three calendar months from the date hereof; otherwise he will be excluded from making the same.

The said map of the said hereditaments deposited in the Office of Land Registry may be inspected at the said office at any time before the expiration of the said three calendar months from the date hereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 1864.

[Signature of the chief clerk, and of the applicant or his solicitor.]

The advertisement or notice, when prepared, must be left in the office to be settled by the Registrar, who will direct in what papers it shall be advertised. Generally it will have to be inserted once in one London and one local paper. The advertisement of the notice must be proved by the production of the newspapers containing the same, which should be sent to the office immediately after their publication. The notices for service, and the parties on whom such service is to be made, and the mode of service, must also be settled by the Registrar, and application should be made to him for that purpose.

The 12th section of the Act provides that "a copy of such notice shall be served on every adjoining occupier; and the person (if any) to whom such occupier pays rent, and on the lord of the manor in any case in which the lands are situate within or held of any manor, and also on every person not having already had notice of the application, who shall appear to have or claim any estate or interest in or right over the land, or any part thereof, and on such other persons as, under the special circumstances of each case, shall be deemed necessary." The word "occupier" in this section may be read as "tenant." Service may, if the Registrar think fit, be made through the general post.

Tracings of the boundaries of the property, so far as they affect the respective adjoining owners, will in most cases be required to be attached to the notices served on them. The tracings will be prepared at the office of the Tithe Commission.

All the notices provided for by the 12th section of the Act must be prepared, settled, and served, and the service verified in like manner as the notices of surveys.

#### Notice to Tenants and Incumbrancers.

Before or when any property is advertised for registration, notice of the intention to register must be given also to the tenants and incumbrancers of the property, and such notices must be prepared, settled, served, and the service verified in like manner as the other notices before provided for.

The following are the forms of notices to tenants and incumbrancers used in the office, viz.:-

#### Notice to Tenants of Intention to Register.

##### "LAND REGISTRY.

No.

In the matter of the Act 25 & 26 Vict. chapter 53, and on the application of [Thomas Hopkins].

Take notice, that it is the intention of the Registrar, on the application of [Thomas Hopkins, of Sevenoaks, in the county of Kent, farmer,] to register the title to [certain hereditaments known as Highbeech Farm, in the parish of Tunbridge, in the county of Kent, of which it is stated that you are tenant under a lease, dated the 19th day of June, 1860, for a term of twenty-one years from the 24th day of June, 1860, at the yearly rent of £200]. And that if you claim any interest therein other than as such tenant as aforesaid, you must lodge your claim in writing, stating full particulars thereof, at the Office of Land Registry, 34, Lincoln's-inn-fields, on or before the day of

Dated this day of

[Signature of the applicant or of his solicitor.]

To

#### Notice to Incumbrancer.

##### "LAND REGISTRY.

No.

In the matter of the Act of the 25 & 26 Vict. chapter 53, and of the application of [Thomas Hopkins].

Take notice, that on the investigation of the title to [certain hereditaments known as Highbeech Farm, in the parish of Tunbridge, in the county of Kent,] application for the registration of the title to which has been made by [Thomas Hopkins, of Sevenoaks, in the county of Kent, farmer,] it appears that you are interested in such hereditaments under or by virtue of [a deed, dated the 2nd day of December, 1861, made between the said Thomas Hopkins of the one part, and William Brown, of Chispaide, in the city of London, stationer, of the other part, by which the said hereditaments were conveyed to the said William Brown in fee by way of mortgage, to secure the sum of £1,000 and interest].

And take notice, that it is the intention of the Registrar, in registering the title to the aforesaid hereditaments, to register the same subject to the aforesaid incumbrance; and that if

\* Here insert short description of lands proposed to be registered, and of the interest of the applicant thereon.  
† The claim should bear the same number as this notice.  
‡ Here insert short description of land proposed to be registered.  
§ Here insert particulars of incumbrance.

you claim to have any interest in the said hereditaments other than under or by virtue of such incumbrance as aforesaid, and in respect of the moneys thereby expressed to be secured, and now owing; or if the particulars of such incumbrance are not correctly stated above; or if, for any other reason, you object to such registration, you must lodge your claim or objection,\* in respect thereof, in writing, stating the particulars of your claim or objection, at the Office of Land Registry, 34, Lincoln's-inn-fields, on or before the day of

Dated this day of

[Signature of the applicant or his solicitor.]

[To the above-named William Brown.]

If the last-mentioned notices are not given before the advertisement is published, a copy of the advertisement should accompany every such notice.

#### Objections to Registration.

"If any person object to the registration, or claim that the same shall be subject to any condition, qualification, exception, or reservation, such person shall make such objection or claim in writing, and the same shall be signed by the person making the same, or his solicitor, and contain an address in Great Britain at which service on him shall be made, and such objection or claim shall be left at the office before the expiration of the time limited by the notice for such purpose. But the time for leaving such objection or claim may be enlarged by the Registrar if he shall so think fit." (17.)

The following are forms of objections and claims respectively:-

##### "LAND REGISTRY.

No.†

In the matter of the Act of the 25 & 26 Vict. chapter 53, and on the application of A. B.

E. F.,

herby gives

notice that he objects to the registration of the title to the lands known as [or, in the occupation of

or otherwise identified], situate in the parish of notice of

the intention to register which has been given by public advertisement [or served on him, as the case may be].

The nature of his objection is [here state nature of objection].

The address of E. F. for service is in the parish of in the county of

Dated this day of

[Signature of the objector or his solicitor.]

(To be continued.)

#### OBITUARY.

##### JOHN HOPE SHAW, ESQ.

It is with extreme regret that we announce the death of John Hope Shaw, Esq., which took place, on the 20th of August, at his residence at Haddingly, near Leeds, in the seventy-second year of his age. The deceased was a native of Otley, at which town his father practised as a surgeon. The great loss sustained by the profession of which Mr. Shaw was one of the brightest ornaments will be felt throughout the length and breadth of the land by the great majority of its members. For nearly half a century have we had the benefit of his great talents directed towards elevating and rendering more proficient the honourable profession of attorney and solicitor, which he in his own person adorned. We need scarcely inform our readers of the prominent position he held in the Metropolitan and Provincial Law Association, of which society he was one of the original founders, and became, if not the first, certainly one of the earliest presidents. At the meeting of that body which is announced to take place at Leeds on the 4th and 5th of October, he was to have presided, and his loss will then be greatly felt. For many years he has been a member of the Council of the Incorporated Law Society, and in that capacity was one of the examiners of candidates for admission to the profession. As a magistrate, Mr. Shaw was very highly esteemed by his brethren on the borough bench, both for his legal knowledge and also for his patient and careful administration of justice. As a public man, Mr. Shaw took part in everything, wherein he was called upon to exert his usefulness for the good of those around him. He was three times Mayor of Leeds, and his name was on the

\* The claim or objection should bear the same number as the notice.

† The objection should bear the same number as the number on the advertisement or notice.

commission of the peace for the borough of Leeds. The Leeds Philosophical and Literary Society, of which he was a member, made him their president; as did also the Leeds Mechanics' Institute and Literary Society. He was also vice-president of the Yorkshire Union and Mechanics' Institute, president of the Leeds Recreation Society and of the Headingley Mechanics' Institute, and was continually called upon to take a leading part in public meetings and associations of a political and religious character, chiefly in connection with education. A kind and amiable friend, beloved by all who knew him; a highly talented lawyer, looked up to and respected far and wide by the members of his profession; a just and honourable magistrate; a humane man, courteous to the lowly as well as to his equals; devoting his time, labours, and talents to promote the moral and intellectual advancement of his neighbours. Mr. Shaw has gone down to the grave full of honours, and deeply regretted by a large circle of private friends and relations. Mr. Shaw married late in life, and his wife died a few years ago, leaving no children.

**WEST KENT.**—Mr. C. E. Addison, the barrister appointed to revise the list of voters for the western division of the county of Kent, has fixed the following days for holding his courts at the places named:—Bromley, Sept. 26; Sevenoaks and Tunbridge, Sept. 27; Tenterden, Sept. 28; Cranbrook, Sept. 28; Tunbridge Wells, Sept. 29; Maidstone, Sept. 30; West Malling, Oct. 1; Rochester, Oct. 3; Gravesend, Oct. 4; Dartford, Oct. 5; Lewisham, Oct. 6; Blackheath, Oct. 7; and Woolwich, Oct. 7.

### BIRTHS, MARRIAGES, AND DEATHS.

#### BIRTHS.

**FRASER**—On Aug. 5 last, at Chouringtree, Calcutta, the wife of St. C. Fraser, Esq., Solicitor, of a daughter.

**INCE**—On Sept. 14, at Priory-road, Kibbarn, the wife of Henry Bret Ince, Esq., of Lincoln's-inn, Barrister-at-Law, of a son.

**LEVY**—On Sept. 16, at Burton-crescent, Tavistock-square, the wife of Mr. E. L. Levy, Solicitor, of a son.

#### MARRIAGES.

**BURRELL-CORBETT**—On Sept. 20, at St. Peter's, Bayswater, Edward Montague Burrell, Esq., of Twickenham, Solicitor, to Catherine Anne, fourth daughter of George Corbett, Esq., of Notting-hill.

**CARVILL-LAY**—On Sept. 13, at St. Giles', Camberwell, Fanny Charlotte, third daughter of Mr. James Lay, Solicitor, Addington-square, to Mr. John Carvill, of Bread-street, London.

**CROWTHER-NELSON**—On Sept. 14, at St. Mark's, Myddelton-square, Alfred Hallworth Crowther, Solicitor, to Mary, fourth daughter of Horatio Nelson, of Wilmington-square.

**CUTLER-FRIEDLANDER**—On Sept. 13, at Christchurch, Lancaster-gate, John Cutler, of Lincoln's-inn, Barrister-at-Law, to Louisa, eldest daughter of the Rev. E. A. Friedlander, of Clapham common.

**LLOYD-ROBINSON**—On Sept. 17, at St. Matthias', Richmond-hill, Surrey, George Arthur Lloyd, Esq., Captain in the Royal Monmouthshire Militia, to Mary, widow of the late Frederick Robinson, Esq., of the Inner Temple, Barrister-at-Law.

**SMITH-NAYLOR**—On Sept. 17, at St. Mary's Church, Guildford, W. J. Bernhard Smith, Esq., Barrister-at-Law, of Kingston-on-Thames, to Charlotte Jane, daughter of S. Naylor, Esq., of Coed-fa-Bettws-y-Coed, N.W.

#### DEATHS.

**BUTLER**—On July 22, at Stowell, Hobart, Tasmania, in the 54th year of her age, Martha Sarah, relict of the late E. P. Butler, Esq., Solicitor, of Hobart, and eldest surviving daughter of the late Charles Asprey, Esq., of Mitcham, Surrey.

**CARTER**—On Sept. 17, at the residence of her son, New Wandsworth, Mary, relict of the late Richard Carter, Esq., of Kingston-on-Thames, Solicitor, and Coroner for Surrey, and mother of the present Coroner, in her 85th year.

**PAINE**—On Sept. 18, at Crane-grove, Holloway, aged 56, Isabella, relict of John Paine, of Mildenhall, Suffolk, Esq., Surgeon, and daughter of Joseph Chitty, sen. Esq., Barrister-at-Law, deceased.

**PHILLIPS**—On July 5, at Sydney, New South Wales, Angelique, wife of Robert Phillips, Esq., of that city, and eldest daughter of the late Henry Eaton, Esq., Solicitor, of Ebury-street, Eaton-square.

### UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

**BEDINGFIELD, ISABELLA**, York, Spinster, deceased. £1,958 2s. 9d. £3 5s. per Cent. Annuities.—Claimed by Sir Henry Paston Bedingfield, the administrator.

**MACNAB, CHARLOTTE**, Widow, and **CHARLES DAY MORSON**, Esq., both of Brytown, Upper Canada. £1,175 5s. 11d. Consolidated £3 per Cent. Annuities, and one dividend on £1,568 18s. 9d. like annuities.—Claimed by said Charlotte Macnab and Chas. Day Morson.

**SMITH, ELIZABETH COOTE**, Bath, Widow. £300 Reduced £3 per Cent. Annuities.—Claimed by said E. C. Smith.

**UTTERMARK, ELIZABETH**, Stratford-place, Oxford-street, Spinster, deceased. £2,300 Consolidated £3 per Cent. Annuities.—Claimed by John Henry Fringle, executor.

**VANE, HANNAH**, Brighton, Spinster, deceased. £2,000 Consolidated £3 per Cent. Annuities.—Claimed by Dame Hannah Vane, Widow, the sole executrix.

**WADBRIDGE, SUSANNA**, Kingston-upon-Thames, Spinster, deceased. £350 Reduced £3 per Cent. Annuities.—Claimed by William Wadbrook, executor.

### LONDON GAZETTES.

#### Winding-up of Joint Stock Companies.

LIMITED IN CHANCERY.

FRIDAY, Sept. 16, 1864.

The British and Foreign Cork Company (Limited).—Vice-Chancellor Kinderley has, by an order dated Aug. 26, appointed William Turquand, Tokenhouse-yard, London, Official Liquidator. Creditors are required, on or before Oct. 7, to send their names and addresses, and the particulars of their debts or claims, to the Official Liquidator.

LIMITED IN CHANCERY.

TUESDAY, Sept. 20, 1864.

Hafod Lead Mining Company (Limited).—Petition for winding-up, presented July 18, to be heard before the Master of the Rolls on Nov. 3. Vallance & Vallance, Essex-st, Strand, Solicitors for the Petitioners.

#### Friendly Societies Dissolved.

FRIDAY, Sept. 16, 1864.

Tradesmen's £100 Provident Society, White Lion Inn, Maidstone. Sept. 14. Crown Friendly Society, White Hart Inn, Warminster. Sept. 14.

TUESDAY, Sept. 20, 1864.

Trinity Working Men's Friendly Society, Banker's Hill, Nottingham. Sept. 12.

#### Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Sept. 16, 1864.

Atkinson, Joseph Edwd, Russell-st, Bermondsey, Leather Merchant, Nov. 1. Ford & Lloyd, Bloomsbury-sq.

Cooke, John, Macclesfield, Gent. Dec. 31. Parrott & Co, Macclesfield.

Davys, Jas, Lpool, Master Mariner. Oct. 1. Langdon, Lpool.

Dodds, John, Bishop Auckland, Durham, Gent. Nov. 1. Thornton, Bishop Auckland.

Fisher, Rev Geo Ingram, Bath, Vicar of Abbots Kerswell, Devon. Oct. 16. Hare & Wadham, Bristol.

Green, Edwin, Havercroft, York, Gent. Oct. 31. Shepherd, Barnaley.

Hance, Hy Joseph Granham, Essex, Esq. Oct. 16. Maples & Teesdale, Frederick's-pl, Old Jewry.

Hinton, Wm Saml, Bankside, Southwark, Coal Merchant. Dec. 1. Champion, Ironmonger-lane, Cheapside.

Jackson, Geo, Barnsley, York, Corn Miller. Oct. 31. Shepherd, Barnaley.

Laurie, John, Hyde Park-rd, Esq. Oct. 31. Dyson, Chancery-lane.

Mellish, Harriet, Addison-rd, Middx, Widow. Nov. 15. Booty & Butt, Raymond-buildings, Gray's-inn.

Mitchell, Alfred, Duke-st, St James's-sq, Esq, Commander R. N. Dec. 12. Young & Jackson, Essex-st.

Owens, Anne, Oswestry, Salop, Spinster. Nov. 1. Minshall, Oswestry.

Roberts, Andrew, White Ladies, Worcester, Farmer. Oct. 8. Hughes, Worcester.

Round, Benj, Wednesbury, Stafford, Gent. Nov. 15. Scaman, Wednesbury.

Rowley, Jas, Waltham Abbey, Essex, Gent. Oct. 18. Jessopp & Siddall, Waltham Abbey.

Turton, John, Horbury, York, Gent. Nov. 16. Holt & Sons, Horbury, nr Wakefield.

Wake, Sir Chas, Bart, Courteen Hall, Northampton. Dec. 1. Lee & Bolton, Broad Sanctuary, Westminster.

Woods, Thos, Liphook, Hants, Builder. Nov. 1. Alberty, Midhurst, Sussex.

TUESDAY, Sept. 20, 1864.

Bailey, Robt, Wigan, Lancaster, Tailor. Dec. 1. Darlington, Wigan.

Bond, Edwd Fisher, New Buckenham, Norfolk, Gent. Nov. 1. Brown, Dias, Norfolk.

Booth, Edwd, St Leonards-on-Sea, Esq. Dec. 31. Bell & Co, Bow-church-yard, Cheapside.

Boyd, Susannah, Orchard-rd, Old Brentford, Spinster. Nov. 20. Badham, Queen-st, Cheapside.

Cadbury, Eliz, Feltham Hill, nr Hounslow, Widow. Oct. 24. White & Sons, Bedford row.

Forster, Geo, Whickham, Durham, Brewer. Nov. 5. Swinburne, Gateshead.

Goad, Wm Thos, Hackbridge, Surrey, Esq. Oct. 20. Richard & Clark, Chapel-st, Bedford-row.

Iliffe, Jeremiah, Hales Owen, Worcester, Gent. Oct. 7. Allcock & Milward, Birm.

Jackson, Wm, Henshaw, Northumberland, Gent. Feb. 1. Johnston, Newcastle-upon-Tyne.

McRae, John, Sunderland, Solicitor. Nov. 1. Graham, Sunderland.

Stone, Geo, Wantage, Berks, Gent. Dec. 1. Ormond, Wantage.

Taylor, Peter, Knareborough, York, Gent. Nov. 1. Hirst & Capes, Knareborough.

Wyke, Wm, Swallow-st, Regent-st, Job Master. Oct. 20. Baxter & Co, Victoria-st, Westminster.

#### Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Sept. 16, 1864.

Asquith, Jas Dixon, & Saml Thos Asquith, Morley, York, Millwrights. Aug. 18. Comp. Reg Sept 16.

Atherton, John, Tyldesley, Lancaster, Shopkeeper. Sept. 9. Comp. Reg Sept 15.

Barter, John, Lowestoft, Soda Water Manufacturer. Aug. 20. Asst. Reg Sept 15.

Beer, John, Oxford-st, Middx, Photographic Artist. Sept. 10. Comp. Reg Sept 14.

Butler, Jas, Leeds, Corn Factor. Aug. 17. Asst. Reg Sept 14.

Cook, Thos, Bradnop, Staffordshire, Farmer. Aug. 18. Asst. Reg Sept 14.

Davies, David Morgan, Horseley Heath, Stafford, Draper. Aug. 25. Conv. Reg Sept 16.

Denham, Jas Saml, Smalburgh, Norfolk, Shopkeeper. Aug. 27. Conv. Reg Sept 15.

Ellis, Tom, Dewsbury, York, Beer Seller. Aug. 12. Comp. Reg Sept 16.

Freeman, Wm, Belper, Derby, Builder. Aug. 30. Conv. Reg Sept 14.

Frinney, Edmund, Philpot-lane, London, Iron Merchant. Sept. 12. Comp. Reg Sept 16.



Fryer, Louisa Ellen, Dewsbury, York, Brasier. Aug 22. Conv. Reg Sept 14.  
 Hamper, Thos Philip, Bedford-st, Covent-garden, Commission Agent. Aug 13. Comp. Reg Sept 10.  
 Hartland, Abraham, St Whites, Gloucester, Draper. Sept 2. Conv. Reg Sept 14.  
 Hartley, Geo, & Philip Hartley, Ulverstone, Lancaster, Cotton Spinners. Sept 1. Conv. Reg Sept 15.  
 Ingram, Fredk, King William-st, London, Timber Merchant. Sept 14. Asst. Reg Sept 16.  
 King, Hy Wilson, Newmarket St Mary, Suffolk, Blacksmith. Sept 6. Asst. Reg Sept 16.  
 Kingdon, Wm Maton, & Edw Maton Kingdon, Worcester, Drapers. Aug 19. Asst. Reg Sept 13.  
 Knell, John Geo, Rochester, Gardener. Aug 24. Comp. Reg Sept 3.  
 Knight, Wm, Halifax, Grocer. Sept 6. Asst. Reg Sept 14.  
 Laton, Chas Emmett, Birn, Carver and Gilder. Sept 6. Comp. Reg Sept 16.  
 Miller, Hugh Main, St Mary-at-Hill, Little Tower-st, Commission Merchant. Sept 13. Comp. Reg Sept 15.  
 Moss, Joel Abram, Manch, Tailor. Aug 23. Comp. Reg Sept 14.  
 Nisley, Wm John, Litherland, Lancaster, Schoolmaster. Sept 7. Conv. Reg Sept 15.  
 O'Neale, Patrick, Mark-lane, London, Wine Merchant. Sept 7. Asst. Reg Sept 14.  
 Perry, Geo Hy, & Robt Scott Taylor, Nottingham, Lace Manufacturers. Sept 14. Comp. Reg Sept 15.  
 Pater, Thos Rudd Hull, Fratton, Portsea, Railway Goods Clerk. Sept 10. Conv. Reg Sept 15.  
 Ralley, Thos Jones, Hertford, Baker. Aug 18. Conv. Reg Sept 14.  
 Reece, Thos, Lpool, Provision Dealer. Aug 20. Comp. Reg Sept 15.  
 Reed, Wm, & Ann Seaton, Widow, Doncaster, Coach Builders. Aug 30. Comp. Reg Sept 15.  
 Russell, Hy, Bradford, Cabinet Maker. Sept 6. Asst. Reg Sept 16.  
 Russell, Saml, London-rd, Bromley, China and Glass Dealer. Aug 20. Comp. Reg Sept 13.  
 Savage, Joseph, Norton, West End, nr Southampton, Grocer. Sept 1. Conv. Reg Sept 14.  
 Simpson, Joseph, Stone, Gloucester, Auctioneer. Aug 23. Conv. Reg Sept 15.  
 Steward, Jas, Wolverhampton, Washer Manufacturer. Sept 12. Comp. Reg Sept 13.  
 Satefile, John, Leeds, Currier. Aug 22. Asst. Reg Sept 14.  
 Taylor, John Brunsall, Lawrence-lane, Cheapside, Warehouseman. Sept 1. Comp. Reg Sept 16.  
 Turner, John, Chester, Baker. Aug 25. Asst. Reg Sept 16.  
 Upjohn, Robt, Exeter, Watchmaker. Aug 30. Conv. Reg Sept 15.  
 Watkins, Joseph, Northampton, Shoe Manufacturer. Aug 31. Conv. Reg Sept 15.  
 Westcott, Robt, Brigg-ter, Cubitt-town, Builder. Sept 10. Comp. Reg Sept 14.  
 Willshire, Jas, Much Wenlock, Salop, Currier. Aug 24. Comp. Reg Sept 14.

TUESDAY, Sept 20, 1864.

Bragg, Wm Rowland, Slough, Bucks, Innkeeper. Sept 19. Comp. Reg Sept 20.  
 Cassere, John, Wolverhampton, Auctioneer. Aug 23. Comp. Reg Sept 16.  
 Collin, Victor, Skinner-st, Snow-hill, Importer of Foreign Goods. Aug 23. Asst. Reg Sept 19.  
 Dickinson, Hy Wm, Bishops Stortford, Herts, Builder. Aug 29. Comp. Reg Sept 16.  
 Ellerker, John, Kingston-upon-Hull, Merchant. Sept 9. Comp. Reg Sept 16.  
 Goulstone, John Griffith, sen, Shrewsbury, Commercial Traveller. Sept 3. Conv. Reg Sept 17.  
 Gray, Wm, Everton, Lpool, Grocer. Sept 17. Comp. Reg Sept 20.  
 Gregory, Joseph, Halton-st, London, Share Broker. Sept 13. Comp. Reg Sept 20.  
 Henderson, John, & Edw Dodson, Southport, Lancaster, Joiners. Aug 20. Conv. Reg Sept 17.  
 Highfield, Thos, Warrington, Lancaster, Shopkeeper. Aug 23. Asst. Reg Sept 20.  
 Horman, Thos Wood, jun, Leeds, Dealer in Mungo. Sept 7. Conv. Reg Sept 19.  
 Howarth, John, Gt Bolton, Lancaster, Innkeeper. Aug 19. Conv. Reg Sept 16.  
 Kear, Benjamin, Cinderford, nr Newnham, Gloucester, Grocer. Aug 23. Conv. Reg Sept 19.  
 Larder, Andrew, Sheffield, Plumber. Sept 1. Conv. Reg Sept 19.  
 Lewis, Ann, Tredegar, Monmouth, Widow, Victualler. Aug 20. Conv. Reg Sept 17.  
 Martin, Joseph, Lpool, Corn and Rice Merchant. Aug 26. Inspector-ship. Reg Sept 16.  
 Myers, Lewis Hy, Church-lane, Whitechapel, General Dealer. Sept 7. Comp. Reg Sept 20.  
 Phillips, John, Swansea, Glamorgan, Draper. Aug 22. Conv. Reg Sept 17.  
 Richardson, Thos, Gloucester, Draper. Sept 3. Conv. Reg Sept 19.  
 Sargent, Robt, Kingston-upon-Hull, Corn Factor. Sept 3. Asst. Reg Sept 16.  
 Saunders, Edw, Herbert's-buildings, Waterloo-rd, Blacking Manufacturer. Aug 29. Comp. Reg Sept 17.  
 Scarth, Jas, Tyddyn-uchaf, Denbigh, Farmer. Aug 20. Asst. Reg Sept 17.  
 Shadforth, Wm, Southgate, Hartlepool, Printer. Aug 23. Conv. Reg Sept 17.  
 Smith, Edw, Leeds, Tailor. Aug 24. Asst. Reg Sept 20.  
 Steel, Wm, Crescent-st, Euston-sq, Saddler. Sept 13. Conv. Reg Sept 16.  
 Stockton, Robt, Nantwich, Chester, Grocer. Aug 26. Asst. Reg Sept 20.  
 Tanare, John, & Joseph Gmelfinger, Guildhall-chambers, Basinghall-st, Dealers in Fancy Goods. Sept 15. Comp. Reg Sept 19.  
 Taylor, Dorothy, & Thos Harrison Wilson, Howden, York. Aug 24. Comp. Reg Sept 17.  
 Whiteley, Jas, & David Lord, Elland, Halifax, Stone Masons. Sept 14. Comp. Reg Sept 19.  
 Wild, John, & Hy Wild, Lower Moor, within Oldham, Coach Proprietors. Sept 15. Comp. Reg Sept 19.  
 Wilkinson, Edwin Adolphus Jas, Birn, Surgeon. Aug 24. Asst. Reg Sept 20.

Bankrupts.

FRIDAY, Sept 16, 1864.

To Surrender in London.

Berry, Wm, and Wm Hy Price, Cornhill, London, Ship and Insurance Brokers. Pet Sept 13. Sept 29 at 12. Vanning & Co, Token-house-yd.  
 Bulmer, Thos, Beauvoir-ter, Kingland-rd, Plumber. Pet Sept 14. Oct 3 at 12. Ashley & Tee, Frederick's-pl, Old Jewry.  
 Davis, John Fredk, Priestgate, Peterborough, Photograph Artist. Pet Sept 12. Oct 3 at 12. Roscoe & Hincks, King-st, Finsbury, and Deane, Peterborough.  
 Dimasale, Thos Isaac, Fibre Manufacturer. Prisoner for Debt Springfield, Prison, Essex. Adj Sept 10. Oct 3 at 12. Aldridge.  
 Edwards, Edw Hasbrook, Malden-rd, Kentish-town, Solicitor. Pet Sept 10. Oct 3 at 11. Lay, Chancery-lane.  
 Foster, Alex Fredk, Editor, a prisoner Debtors' Prison, London. Pet Sept 9 (for pan). Sept 29 at 12. Aldridge.  
 Franklin, Curtis, Harlow, Essex, Corn Merchant. Adj Sept 10. Oct 3 at 12. Aldridge.  
 Harding, Geo, Weymouth-mews, Portland-pl, Carpenter. Pet Sept 12. Sept 29 at 1. Hill, Basinghall-st.  
 Hitchcock, Hy, New Cross-rd, Surrey, Grocer. Pet Sept 9. Sept 29 at 12. Tarrant, Bond-st, Walbrook.  
 Jeffery, Thos Isaac, Davies-st, Oxford-st, Timber Merchant. Pet Sept 13. Sept 29 at 11. Wood, Bucklersbury.  
 Laverack, Thos, Edward-st, Regent's-park, Greengrocer. Pet Sept 8. Sept 29 at 11. Fox & Meadows, Gresham House, Old Broad-st.  
 Marland, Thos Edmund, Church-rd, Battersea, Gent. Pet Sept 10. Sept 29 at 1. Condy, Lower Thames-st.  
 Morehen, Edw Parker, Bartholomew-close, West Smithfield, Bookbinder. Pet Sept 14. Oct 3 at 12. Norton, Clifford's-inn.  
 Parbury, Watson Geo, Northampton, Grocer. Pet Sept 12. Sept 29 at 11. Kingdon & Williams, Lawrence-lane.  
 Reed, Wm, Plaiatow-rd, West Ham, Builder. Adj Sept 10. Oct 3 at 1. Aldridge.  
 Rhodes, Wm Robt, Hampton, Middx, Plumber. Pet Sept 12. Sept 29 at 1. Durant, Guildhall-chambers.  
 Richardson, Thos, Chapel-st, Stockwell, Fishmonger. Pet Sept 13. Sept 29 at 1. Wright, Chancery-lane.  
 Smith, Wm Hy, Upper Fountain-pl, City-rd, Engraver. Pet Sept 10. Sept 29 at 1. Appa, South-sq, Gray's-inn.  
 Styles, Richd, High-st, Kingland, Fishmonger. Pet Sept 14. Oct 3 at 11. Breden, Cophall-chambers, Cophall-st.

To Surrender in the Country.

Adams, Richd, Welchpool, Montgomery, Saddler. Pet Sept 10. Welchpool, Sept 28 at 10. Jones, Welchpool.  
 Ashton, Wm, and Jas Fairhurst, Blackburn, Cotton Manufacturers. Pet Sept 12. Manch, Oct 7 at 12. Sale & Co, Manch.  
 Atkins, Geo, Burton-upon-Trent, Labourer. Pet Sept 10. Barton, Sept 26 at 1. Smith, Derby.  
 Bastow, John, St Mary Church, nr Torquay, Beerhouse-keeper. Pet Sept 12. Newton Abbot, Sept 27 at 11. Michelmore, Newton Abbot.  
 Beech, Richd, Wolverhampton, Beerhouse-keeper. Pet Aug 30. Wolverhampton, Sept 29 at 12. Walker, Wolverhampton.  
 Beresford, Joseph, Buglawton, Chester, Cotton Spinner. Pet Sept 12. Lpool, Sept 20 at 12. Snowball & Copeman, Lpool.  
 Brown, Francis, Bagen-under-Needwood, Stafford, Plumber. Pet Sept 10. Burton, Sept 26 at 1. Goodger, Burton.  
 Chastley, Geo Frost, Inwardsley, Devon, Farmer. Pet Sept 12. Exeter, Sept 27 at 12. Fryer, Exeter.  
 Collyer, Joseph, Marton, Lincoln, Cordwainer. Pet Sept 6. Gainsborough, Sept 22 at 10. Bladon, Gainsborough.  
 Crowe, Wm, Lowestoft, Cooper. Pet Sept 9. Lowestoft, Sept 27 at 12. Chamberlin & Archer, Lowestoft.  
 Dickinson, John, Richmond, York, Innkeeper. Pet Sept 10. Richmond, Sept 29 at 11. Haxton, Richmond.  
 Fieldhouse, John, Wolverhampton, Grocer. Pet Sept 10. Wolverhampton, Sept 29 at 12. Turner, Wolverhampton.  
 Fryer, Wm, Gtshed Low Fell, Durham, Contractor. Adj Aug 17. Sept 27 at 11.  
 Fuller, Horace, Canterbury, Horse Dealer. Adj Aug 19 (for pan). Canterbury, Sept 21 at 11.  
 Gaunt, Joseph, Boston, Baker. Pet Sept 13. Spalding, Sept 27 at 10. Bailes, Boston.  
 Hagg, Fredk Hy, Sheffield, File Manufacturer. Pet Sept 14. Sheffield, Sept 28 at 1. Fernel, Sheffield.  
 Halliwell, Wm, Blackburn, Cotton Manufacturer. Pet Sept 14. Manch, Oct 7 at 11. Sale & Co, Manch.  
 Hartland, Edw, Builder, Prisoner for Debt in Stafford Gaol. Adj Sept 12. Birn, Oct 10 at 12. James & Griffin, Birn.  
 Hoyle, John, Gt Harwood, nr Blackburn, Watchmaker. Adj Aug 17. Manch, Sept 29 at 10.  
 Kemsley, Geo, Aylesford, Kent, Beer Retailer. Pet Sept 23. Maidstone, Sept 23 at 11. Goodwin, Maidstone.  
 Leggett, Wm, Hulme, Lancaster, Stationer. Pet Sept 13. Balford, Oct 1 at 9.30. Lamb, Manch.  
 Liffiton, Robt Wm, Littleham, Devon, Farmer. Pet Sept 14. Exeter, Sept 27 at 11.30. Hirtzel, Exeter.  
 Marshall, Geo, Bomey, Ironmonger. Pet Sept 10. Romsey, Sept 23 at 12. Mackey, Southampton.  
 Matthews, Geo, Mint, Exeter, Blacksmith. Pet Sept 14. Exeter, Sept 28 at 10. Fryer, Exeter.  
 Morgan, Hy, Aberystwith, Cardigan, Innkeeper. Pet Sept 1. Aberystwith, Oct 28 at 11. Vaughan, Aberystwith.  
 Neal, John, Wigston Magna, Leicester, Beerhouse-keeper. Pet Sept 14. Leicester, Sept 27 at 10.30. Weston, Leicester.  
 Oxley, Jas, Wells, Somerset, Greengrocer. Pet Sept 10. Wells, Sept 30 at 1. Reed, Bridgwater.  
 Parr, Edw, Leamington Priors, Warwick, Coal Merchant. Pet Sept 12. Birn, Oct 10 at 12. Overell, Leamington, and Hodgson & Son, Birn.  
 Partridge, John Chas, Irthingborough, Northampton, Boot Manufacturer. Pet Sept 12. Wellingborough, Sept 23 at 11. Beake, Northampton.  
 Patterson, Geo Thos, Gt Birme, Stafford, Innkeeper. Pet Sept 13. Birn, Oct 14 at 12. Allen, Birn.

Phillips, Wm, Wallbrook, Stafford, Assurance Agent. Pet Sept 9. Dudley, Sept 29 at 10. Turner, Wolverhampton.  
 Rocks, Marshall, Manch, Beerhouse-keeper. Pet Sept 14. Manch, Sept 28 at 9.30. Bennett, Manch.  
 Russell, Geo Jas, Maidstone, Painter. Pet Sept 8. Maidstone, Sept 23 at 12. Goodwin, Maidstone.  
 Smeeton, John, Leicester, Watchmaker and Jeweller. Pet Sept 12. Leicester, Sept 27 at 10. Harvey, Leicester.  
 Smilton, Thos, Seaforth, nr Liverpool, Stone Mason. Pet Sept 15. Lpool, Sept 30 at 12. Remington & Abbott, Lpool.  
 Swindells, John, Manch, Comm Agent. Pet Sept 14. Manch, Sept 28 at 9.30. Sale & Co, Manch.  
 Turner, Wm, Gt Gidding, Huntingdon. Baker. Pet Sept 7. Oundle, Sept 26 at 3. Willdora, Whittlesea.  
 Vickers, Joseph, Brailthwaite, Cumberland, Butcher. Pet Sept 12. Keswick, Sept 30 at 11. Ansell, Keswick.  
 Viles, Pieter Borsboom Van der, Lpool, Licensed Victualler. Pet Sept 12. Lpool, Sept 30 at 11. Husband, Lpool.  
 Walker, Jas, jun, Pool Hayes, Stafford, Farm Labourer. Pet Sept 9. Wolverhampton, Sept 29 at 12. Stratton, Wolverhampton.  
 Warburton, Geo Oneby, Leicester, Comm Agent. Pet Aug 31. Birm, Oct 11 at 11. Green, Birm.  
 Wilkinson, John, Strassall, York, Farmer. Pet Sept 12. York, Sept 28 at 11. Mason, York.  
 Williams, Fredk, Plymouth, Grocer. Pet Aug 31. Exeter, Oct 4 at 12.30. Terrell, Exeter.  
 Williams, Joseph, Lpool, Porter. Pet Sept 14. Lpool, Sept 27 at 3. Crocott, Lpool.  
 Williams, Michael, Liskeard, Cornwall, Assayer. Pet Sept 13. Exeter, Sept 27 at 2. Hingston, Liskeard, and Terrell, Exeter.  
 Wills, John, and Wm Myers Wills, Lpool, Merchants. Pet Sept 7. Lpool, Sept 30 at 12. Wilson, Lpool.

TUESDAY, Sept. 20, 1864.

To Surrender in London.

Basall, Fredk, Fenchurch-st, Shipowner. Pet Sept 14. Oct 6 at 11. Blake & Snow, College-hill.  
 Blochyn, John, Halkin-st, Belgrave-aq, Domestic Servant. Pet Sept 16. Oct 6 at 11. Harrowell, Barge-aq, Bucklersbury.  
 Buck, Milca, Skipton, Norfolk, Carpenter. Pet Sept 16. Oct 3 at 1. Trohern & White, Barge-yard chambers, and Emerson, Norwich.  
 Cobb, John Storer, Park-crescent, Stockwell, Clerk in H. M. Customs. Pet Sept 15. Oct 6 at 12. Lay, Chancery-lane.  
 Collieson, Wm, Tenison-st, Lambeth, Boarding-house Keeper. Pet Sept 16. Oct 3 at 1. Hill, Basinghall-st.  
 Dale, Hy, Shackwell, Hackney, Commercial Clerk. Adj Sept 13. Oct 6 at 12. Aldridge.  
 Mumford, Fredk, Leatherhead, Surrey, Boot Maker. Pet Sept 17. Oct 6 at 11. White & Ward, Kpsom.  
 Poyntington, Thos, Brunswick-ter, Westbourne-grove, Italian Ware-houseman. Pet Sept 14. Oct 6 at 11. Childley, Old Jewry.  
 Reeves, Wm, Down, nr Bromley, Kent, Blacksmith. Pet Sept 17. Oct 6 at 11. Drew, New Basinghall-st.  
 Smith, Thos, Gidding-st, Dockhead, Journeyman Cooper. Pet Sept 15. Oct 3 at 1. Scott, Guildford-st, Russell-aq.  
 Trentor, Alfred Wm, Railway-pl, Fenchurch-st, Printer. Pet Sept 16. Oct 6 at 12. Harcourt, King's Arms-yard, Coleman-st.  
 Walker, Hy, Robert-st, Hoxton, Wire Worker. Pet Sept 16. Oct 3 at 1. Wells, Moorgate-st.

To Surrender in the Country.

Anstley, John, Overton, Flintshire, Innkeeper. Pet Sept 15. Wrexham, Sept 28 at 11. Jones, Wrexham.  
 Atkinson, Matthew, Middlesbrough, York, Grocer. Pet Sept 10. Leeds, Oct 3 at 11. Simpson, Leeds.  
 Austin, Chas, Wolverhampton, Grocer. Adj Sept 12. Birm, Oct 14 at 12.  
 Black, Wm, Heigham, Norwich, Horse Dealer. Adj Aug 16 (for pau). Oct 3 at 11. Atkinson, Norwich.  
 Boothroyd, Emmerson, Hanley, Stafford, Builder. Pet Sept 15. Hanley, Oct 15 at 11. Sutton, Burslem.  
 Carpenter, Wm Hy, Churston Ferrers, Devon, Licensed Victualler. Pet Sept 16. Exeter, Oct 3 at 11.30. Flood, Exeter.  
 Clephan, Jas Wm, Hildenborough, Tonbridge, Grocer. Pet Sept 16. Tonbridge, Oct 5 at 11. Palmer, Tonbridge.  
 Crabtree, Wm Robt, & Jas Crabtree, Rochdale, Machine Makers. Pet Sept 17. Manch, Oct 6 at 11. Holland, Rochdale, and Smith & Boyer, Manch.  
 Daubney, Wm, Sheffield, Millwright. Pet Sept 16. Sheffield, Oct 6 at 1. Binney & Son, Sheffield.  
 Dutton, Edwin, Ledbury, Hereford, Wheelwright. Pet Sept 14. Ledbury, Oct 3 at 12. Reece, Ledbury.  
 Gelfowski, Emanuel Edwd, Lpool, Sculptor. Pet Sept 15. Lpool, Oct 4 at 8. Dodge & Wynne, Lpool.  
 Gurney, John, Stanbridge, Bedford, Farmer. Pet Sept 15. Leighton Buzzard, Oct 3 at 11. Shepherd, Luton.  
 Jenkinson, Wm, Greenhays, Manch, Baker. Adj Aug 16. Manch, Sept 30 at 11.  
 Jones, Wm, Pontficed, Montgomery, Flannel Manufacturer. Pet Sept 15. Lpool, Oct 1 at 12. Evans & Co, Lpool.  
 Kelly, Christopher, Clifton, Bristol, Licensed Victualler. Pet Sept 14. Bristol, Sept 30 at 11. Press & Inskip, Bristol.  
 Moore, Thos, Ashby-de-la-Zouch, Comm Carrier. Pet Sept 15. Ashby-de-la-Zouch, Oct 3 at 11. Dewes, Ashby-de-la-Zouch.  
 Pearse, Wm, Winsford, Somerset, Butcher. Pet Sept 17. South Molton, Oct 6 at 10. Warren, Dulverton.  
 Pedler, Jas, Neath, Glamorgan, Bootmaker. Pet Sept 16. Bristol, Sept 30 at 11. Cuthbertson, Neath, and Press & Inskip, Bristol.  
 Russell, Hy, Kidderminster, Plumber. Pet Sept 17. Kidderminster, Oct 6 at 10. Saunders, Jun, Kidderminster.  
 Salisbury, Joseph, Earl Shilton, Leicester, Innkeeper. Pet Sept 14. Hinckley, Sept 27 at 11. Chamberlain, Leicester.  
 Sanderson, Saml, Bridlington, York, Ldgging house Keeper. Adj Aug 16. Leeds, Oct 5 at 15.  
 Sharples, Thos, Tyldesley, Lancaster, Joiner. Pet Sept 16. Manch, Oct 7 at 12. Whitehead, Tyldesley, and Boote, Manch.  
 Sharples, Wm, Tyldesley, Lancaster, Blacksmith. Pet Sept 14. Leigh, Oct 5 at 11. Ambler, Leigh.

Thompson, John, Northwold, Norfolk, Grocer. Pet Sept 16. Thetford Oct 14 at 10. Walpole, Northwold.  
 Tonkin, Wm, Truro, Mine Share Broker. Pet Sept 15. Truro, Oct 1 at 2. Marshall, Truro.  
 Walker, John, Market Rasen, Lincoln, Timber Merchant. Pet Sept 17. Leeds, Oct 5 at 12. Ward, Leeds.  
 Whitcroft, Wm Storer, Whitwick, Leicester, Baker. Pet Sept 16. Ashby-de-la-Zouch, Oct 3 at 11. Dewes, Ashby-de-la-Zouch.

## BANKRUPTCY ANNULLED.

TUESDAY, Sept. 20, 1864.

Williams, Richd, Carmarthen, Warehouseman. July 20.

Periodical Sale (established 1843), appointed to take place the first Thursday in every month, of Absolute and Contingent Reversions to Funded and other Property, Life Interests, Annuities, Policies of Assurance, Adwosons, Next Presentation, Manorial Rights, Rent Charges, Post Oblit Bonds, Debentures, Shares in Docks, Canals, Mines, Railways Insurance Companies, and other public undertakings for the present year.

**MR. MARSH** begs to announce that his **PERIODICAL SALES** (established in 1843), for the disposal of every description of the above-mentioned PROPERTY, take place on the first Thursday in each month throughout the ensuing year, as under:—  
 October 6 | November 3 | December 1  
 In addition to the above dates, Mr. Marsh also begs to announce that the following days are appropriated for the Sale of Freehold, Copyhold, and Leasehold Properties, viz:—  
 Thursday, October 20 | Thursday, December 15  
 Thursday, November 17 | Charlotte-row, Mansion-house, London, E.C.

Periodical Sales of Absolute or Contingent Reversions to Funded or other Property, Annuities, Policies of Assurance, Life Interests, Railway Dock, and other Shares, Bonds, Clerical Preferences, Rent Charges, and all other descriptions of present or prospective Property.

**MR. FRANK LEWIS** begs to give notice that his **SALES** for the year 1864 will take place at the **AUCTION MART**, on the following days, viz:—  
 Friday, October 14 | Friday, November 11  
 Friday, December 9

Particulars of properties intended for sale are requested to be forwarded at least 14 days prior to either of the above dates, to the offices of the auctioneer, 36, Coleman-street, E.C., where information as to value, &c., and printed cards of terms may be had.

**ESTATES AND HOUSES, Country and Town**  
 Residences, Landed Estates, Investments, Hunting Seats, Fishing and Shooting Quarters, Manors, &c.—**MR. JAMES BEAL'S REGISTER** of the above, published on the 1st of each month, forwarded per post, or may be had on application at the Office, 209, Piccadilly, W.—Particulars for insertion should be forwarded not later than the 28th of each month.

**BROOKS & SCHALLER** (removed from Piccadilly).  
 —THE INDEX, printed MONTHLY (first published in 1820), of ESTATES, Country and Town Houses, Manors, Hunting Quarters, Shootings and Fishings, Farms, &c., to be LET or SOLD, can be had (free) at their Offices, 23, Charles-street, St. James's, S.W., opposite the Junior United Service Club. Particulars inserted without charge, but for next publication must be forwarded before the 28th of each month.

**TRELOAR'S**  
**COCOA-NUT MATTING AND KAMPTULICON,**  
 For Office Floors.  
 Manufacturer's Warehouse,  
 10, LUDGATE-HILL.

**TO SOLICITORS, &c., requiring DEED BOXES,**  
 will and the best-made article lower than any other house. Lists of Prices and sizes may be had gratis or sent post free.  
**RICHARD & JOHN SLACK, 336, Strand,** opposite Somerset House. Established nearly 50 years. Orders above £2 sent carriage free.

**SLACK'S SILVER ELECTRO PLATE** is a coating of pure Silver over Nickel. A combination of two metals possessing such valuable properties renders it in appearance and wear equal to Sterling Silver.  
 Fiddle Pattern. Thread. King's.  
 Table Forks, per doz. .... £ s. d. £ s. d. £ s. d. £ s. d.  
 Dessert ditto ..... 1 10 0 and 1 18 0 2 5 0 3 0 0  
 Table Spoons ..... 1 0 0 and 1 18 0 2 5 0 3 0 0  
 Dessert ditto ..... 1 0 0 and 1 10 0 1 15 0 2 2 0  
 Tea Spoons ..... 0 12 0 and 0 18 0 1 3 6 1 2 0  
 Every Article for the Table as in Silver. A Sample Tea Spoon forwarded on receipt of 20 stamps.

**SLACK'S FENDER AND FIRE-IRON WARE-HOUSE** is the MOST ECONOMICAL, consistent with good quality:—Iron Fenders, 3s. 6d.; Bronzed ditto, 8s. 6d., with standards; superior Drawing-room ditto, 14s. 6d. to 50s.; Fire Irons, 2s. 6d. to 20s. Patent Dish Covers, with handles to take off, 18s. set of six. Table Knives and Forks, 8s. per dozen. Roasting Jacks, complete, 7s. 6d. Tea-trays, 6s. 6d. set of three; elegant Papier Maché ditto, 31s. the set. Trampets, with plated knob, 3s. 6d.; Coal Scuttles, 2s. 6d. A set of Kitchen Utensils for cottage, £3. Slack's Cutlery has been celebrated for 50 years. Ivory Table Knives, 14s., 16s., and 18s. per dozen. White Bone Knives and Forks, 8s. 9d. and 12s.; Black Horn ditto, 8s. and 10s. All warranted.

As the limits of an advertisement will not allow of a detailed list, purchasers are requested to send for their Catalogue, with 340 drawings, and prices of Electro-Plate, Warranted Table Cutlery, Furnishing Ironmongery, &c. May be had gratis or post free. Every article marked in plain figures at the same low prices for which their establishment has been celebrated for nearly 50 years. Orders above £2 delivered carriage free per rail.

**RICHARD & JOHN SLACK, 336, STRAND, LONDON,**  
 Opposite Somerset House.

